MASTER LEASE

This Master Lease, dated as of August 1, 1995 (this "Lease"), by and between the OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY (the "Authority"), a public entity and agency, duly organized and existing pursuant to an Agreement entitled "Amended and Restated Joint Exercise of Powers Agreement" by and between the County of Alameda and the City of Oakland, as lessor, and the COUNTY OF ALAMEDA (the "County"), a political subdivision organized and validly existing under the Constitution and laws of the State of California, and the CITY OF OAKLAND (the "City"), a charter city and municipal corporation organized and validly existing under the Constitution and laws of the State of California, as joint and several lessees (collectively, the "Lessees");

W I T N E S S E T H :

WHEREAS, the Authority intends to assist the Lessees and the Oakland-Alameda County Coliseum Financing Corporation (the "Corporation") in financing certain improvements to the Oakland-Alameda County Coliseum and the payments related to the playing of professional football at said Coliseum (the "Project") by issuing its Lease Revenue Bonds (Oakland Coliseum Project), in one or more series (the "Bonds");

WHEREAS, under this Lease, the Lessees will be obligated to make base rental payments to the Authority for the lease of the Site and the Facilities (as such terms are hereinafter defined); and

WHEREAS, the base rental payments will be used to pay principal and interest on the Bonds and payments under any hedge agreements, credit agreements or liquidity agreements relating to the Bonds (the "Related Obligations");

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

SECTION 1.01. Definitions.

Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified, which meanings shall be equally applicable to both the singular and plural forms of any of the terms herein defined. Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Trust Agreement.

Additional Payments

The term "Additional Payments" means all amounts payable to the Authority or the Trustee or any other person from the Lessees as Additional Payments pursuant to Section 3.02 hereof.

Applicable Environmental Law

The term "Applicable Environmental Law" means and shall include, but shall not be limited to, Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 USC §§ 9601 et seq., the Resource Conservation and Recovery Act ("RCRA"), 42 USC §§ 6901, et seq., the Federal Water Pollution Control Act, 33 USC §§ 1251, et seq., the Clean Air Act, 42 USC §§ 7401, et seq., the California Hazardous Waste Control Law ("HWCL"), California Health and Safety Code §§ 25100, et seq., Hazardous Substance Account Act ("HSAA"), California Health & Safety Code §§ 25300, et seq., or the Porter-Cologne Water Quality Control Act (the "Porter-Cologne Act"), California Water Code §§ 13000 et seq., the Air Resources Act, California Health & Safety Code §§ 3900, et seq., the Safe Drinking Water & Toxic Enforcement Act, California Health & Safety Code §§ 25249.5, and the regulations thereunder, and any other local, State and/or federal laws or regulations, whether currently in existence or hereafter enacted, that govern

(i) the existence, cleanup and/or remedy of contamination on property;

(ii) the protection of the environment from spilled, deposited or otherwise emplaced contamination;

(iii) the control of hazardous wastes; or

(iv) the use, generation, transport, treatment, removal or recovery of Hazardous Substances, including building materials.

Assignment Agreement

The term "Assignment Agreement" means that agreement entitled "Assignment Agreement," dated as of August 1, 1995, by and between the Corporation, as assignor, and the Authority, as assignee, as originally executed and recorded or as it may from time to time be supplemented, modified or amended pursuant to the provisions thereof.

Authority

The term "Authority" means (i) the Oakland-Alameda County Coliseum Authority, acting as lessor hereunder; (ii) any surviving, resulting or transferee entity; and (iii) except where the context requires otherwise, any assignee of the Authority.

Authorized Representative

The term "Authorized Representative" means the City Manager for the City and the County Administrator for the County.

Base Rental Payments

The term "Base Rental" or "Base Rental Payments" means all amounts payable to the Authority from the Lessees pursuant to Section 3.01 hereof.

Base Rental Payment Schedule

The term "Base Rental Payment Schedule" means the schedule of Base Rental Payments payable to the Authority from the Lessees pursuant to Section 3.01 hereof.

Bonds

The term "Bonds" means the bonds issued by the Authority under and pursuant to the Trust Agreement.

City

The term "City" means the City of Oakland, a charter city and municipal corporation organized and validly existing under the Constitution and laws of the State.

Code

The term "Code" means the Internal Revenue Code of 1986, as amended.

Coliseum Bonds

The term "Coliseum Bonds" means the outstanding Oakland-Alameda County Coliseum, Inc. Bonds, dated April 1, 1964.

Coliseum Inc.

The term "Coliseum, Inc.," means the Oakland-Alameda County Coliseum, Inc., a non-profit corporation duly organized and validly existing under the laws of the State.

Corporation

The term "Corporation" means the Oakland-Alameda County Coliseum Financing Corporation, a non-profit public benefit corporation duly organized and existing under the laws of the State.

County

The term "County" means the County of Alameda, California, a political subdivision organized and existing under and by virtue of the laws of the State.

Event of Default

The term "Event of Default" shall have the meaning specified in Section 6.01 hereof.

Facilities

The term "Facilities" means the buildings and other facilities existing on the Site in Exhibit A attached hereto and consisting of a sports complex comprised of a stadium, an arena and an exhibit hall, and any future improvements to said buildings and facilities; provided, however, all improvements made pursuant to the License Agreement shall be excluded for the duration of the License Agreement.

Ground Lease

The term "Ground Lease" means that lease, entitled "Ground and Facility Lease," dated as of August 1, 1995, by and between the County and the City, as lessors, and the Corporation, as lessee, as originally executed and recorded or as it may from time to time be supplemented, modified or amended pursuant to the provisions thereof and of the Trust Agreement.

Hall of Fame License

The term "Hall of Fame License" shall have the meaning ascribed in the Master Agreement.

Hazardous Substance

The term "Hazardous Substance" means any substance which shall, at any time, be listed as "hazardous" or "toxic" or in the regulations implementing CERCLA, RCRA, HWCL, HSAA, or the Porter-Cologne Act, or which has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under Applicable Environmental Law. The term "Hazardous Substance" shall also include, without limitation, raw materials, building components, the products of any manufacturing or other activities on the subject property, wastes, petroleum, and source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954, as amended (42 USC §§ 3011, et seq., as amended).

Insurance Consultant

The term "Insurance Consultant" means an individual or firm employed by the Lessees, including the Risk Manager of the Lessees, that has actuarial experienced personnel in the field of risk management.

License Agreement

The term "License Agreement" or "License Agreements" shall mean individually or collectively, the Operating License, the OACC Stadium Agreement, the Training Facility License and the Hall of Fame License, as the case may be, and as the same may be amended or modified from time to time in accordance with the terms thereof.

Lease

The term "Lease" or "Master Lease" means this lease, as originally executed and recorded or as it may from time to time be supplemented, modified or amended pursuant to the provisions hereof and of the Trust Agreement.

Master Agreement

The term "Master Agreement" means the agreement among the City, the County, Coliseum Inc., the Corporation, the Authority and the Raiders providing for the basic terms and conditions of the Raiders agreement to play at the Facilities.

Moody's Investors Service

The term "Moody's Investors Service" means Moody's Investors Service, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "Moody's Investors Service" shall be deemed to refer to any other nationally recognized securities rating agency selected by the Lessees and acceptable to the 1995 Series A **Bond Insurer**.

1995 Bonds

The term "1995 Bonds" means the bonds issued and so designated by the Authority under and pursuant to the Trust Agreement.

OACC Stadium Agreement

The term "OACC Stadium Agreement" shall mean the Stadium Capital Improvement License and Design and Construction Coordination Agreement dated as of even date herewith, between Coliseum and Raiders, as the same may be amended or modified from time to time in accordance with the terms thereof.

Operating License

The term "Operating License" shall mean the Operating License dated as of even date herewith, between Coliseum and Raiders, as the same may be amended and modified from time to time in accordance with the terms thereof.

Outstanding

The term "Outstanding," when applied to Bonds, shall have the meaning ascribed to such term in the Trust Agreement.

Permitted Encumbrances

The term "Permitted Encumbrances" means (1) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the Lessees may, pursuant to this Lease, permit to remain unpaid; (2) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the date of recordation of this Lease in the office of the County Recorder of the County of Alameda and which the Lessees certify in writing will not materially impair the use of the Site or the Project; (3) the Ground Lease, as it may be amended from time to time and the Assignment Agreement, as it may be amended from time to time; (4) this Lease, as it may be amended from time to time; (5) the Trust Agreement, as it may be amended from time to time; (6) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law; (7) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions to which the Authority and the Lessees consent in writing and certify to the Trustee will not materially impair the leasehold interests of the Authority or use of the Facilities by the Lessees; (8) subleases and assignments of the Lessees; and (9) the License Agreements.

Permitted Investments

The term "Permitted Investments" shall have the meaning ascribed to such term in the Trust Agreement.

Project

The term "Project" means the acquisition, construction, equipping and remodeling of certain improvements at the Oakland Coliseum by the Raiders pursuant to the Loan Agreement, the License Agreement and the Master Agreement.

Raiders

The term "Raiders" means the Los Angeles Raiders, a California limited partnership, or their successors or assigns.

Related Obligations

The term "Related Obligations" means the obligations of the Authority under any hedge agreement, credit agreement, liquidity agreement or similar agreement entered into in connection with or related to the Bonds or a series thereof.

Rental Payment Period

The term "Rental Payment Period" means the twelve month period commencing [July 1] of each year and ending the following [June 30].

Reserve Fund

The term "Reserve Fund" means the Reserve Fund established pursuant to Section 5.03 of the Trust Agreement.

Site

The term "Site" means that certain real property situated in the County, described in Exhibit A attached hereto and made a part hereof, together with any additional real property added thereto by any supplement or amendment hereto, or any real property substituted for all or any portion of such property in accordance with this Lease and the Trust Agreement; subject, however, to any conditions, reservations and easements of record known to the Lessees.

S&P

The term "S&P" means Standard & Poor's Ratings Group, a corporation duly organized and existing under and by virtue of the laws of the State of New York, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term S&P shall be deemed to refer to any other nationally recognized securities rating agency selected by the Lessees and acceptable to the 1995 Series A **Bond Insurer**.

State

The term "State" means the State of California.

Supplemental Trust Agreement

The term "Supplemental Trust Agreement" means any supplement or amendment to the Trust Agreement hereafter duly authorized and entered into between the Authority and the Trustee in accordance with the provisions of the Trust Agreement.

Tax Certificate

The term "Tax Certificate" shall have the meaning ascribed to such term in the Trust Agreement.

Training Facility License

The term "Training Facility License" shall have the meaning ascribed in the Master Agreement.

Trust Agreement

The term "Trust Agreement" means the trust agreement, entitled "Trust Agreement" and dated as of August 1, 1995, by and between the Authority and the Trustee, pursuant to which the Trustee will deliver the 1995 Bonds, as originally executed or as it may from time to time be supplemented or amended by a Supplemental Trust Agreement entered into pursuant to the provisions of the Trust Agreement.

Trustee

The term "Trustee" means U.S. Trust Company of Texas, N.A., appointed as trustee pursuant to the Trust Agreement, and any successor appointed under the Trust Agreement.

Written Request of the Authority

The term "Written Request of the Authority" means an instrument in writing signed by or on behalf of the Authority by its Chairman, Secretary or Treasurer or by any other person (whether or not an officer of the Authority) who is specifically authorized by resolution of the Authority for that purpose.

Written Request of the Lessees

The term "Written Request of the Lessees" means an instrument in writing signed by the Chairperson of the Board of Supervisors of the County, the County Administrator of the County or any such official's duly authorized designee and the City

Manager of the City or the Director of Finance of the City or any such official's duly authorized designee, or by any other officer or employee of the County or City duly authorized by the County or City for that purpose.

ARTICLE II
LEASE OF SITE AND FACILITIES; TERM; SUBSTITUTION

SECTION 2.01. Lease of Site and Facilities. The Authority hereby leases to the Lessees and the Lessees hereby lease from the Authority the Site and the Facilities, subject, however, to all Permitted Encumbrances that exist at the time of the commencement of the term of this Lease. The Lessees hereby agree and covenant during the term of this Lease that they will use the Facilities for public purposes so as to afford the public the benefits contemplated by this Lease.

The leasing by the Lessees to the Corporation of the Site and the Facilities and the assignment by the Corporation of the Ground Lease to the Authority and the subleasing by the Authority to the Lessees pursuant hereto shall not effect or result in a merger of the Lessees' leasehold estate pursuant to this Lease and their fee estate as lessor under the Ground Lease, and the Authority, as assignee of the Corporation, shall continue to have and hold a leasehold estate in the Site pursuant to the Ground Lease throughout the term thereof. As to the Site and Facilities this Lease shall be deemed and constitute a sublease.

SECTION 2.02. Term; Occupancy. Term. The term of this Lease shall commence on the date of recordation of this Lease or memorandum thereof in the office of the County Recorder of the County, or on January 1, 1996, whichever is earlier, and shall end on August 1, 2025, unless such term is extended or sooner terminated as hereinafter provided. If on August 1, 2025, the Bonds and all amounts due hereunder and under the Trust Agreement shall not be fully paid, or if the rental or other amounts payable hereunder shall have been abated at any time and for any reason, then the term of this Lease shall be extended until all Bonds and all amounts due hereunder and under the Trust Agreement shall be fully paid, except that the term of this Lease shall in no event be extended beyond August 1, 2035. If prior to August 1, 2025 all Bonds and all amounts due hereunder and under the Trust Agreement shall be fully paid, or provision therefor made in accordance with the terms and provisions of the Trust Agreement, the term of this Lease shall end immediately.

SECTION 2.03. The Facilities. (A) The annual Base Rental Payments for the Facilities as set forth in Section 3.01 hereto shall be not greater than the fair rental value for the Facilities, as hereby determined by the Lessees. The Base Rental Payments for the Facilities shall be due and payable on the dates set forth in Section 3.01 hereof.

(B) The Lessees and the Authority hereby agree that on each day on which Base Rental Payments are payable during the term of the lease of the Facilities, there shall be applied as a credit against the Base Rental Payments payable on such date for the Facilities

the amounts by which such Base Rental Payments for the Facilities when added to the funds held pursuant to the Trust Agreement (other than the Reserve Fund) and available to pay debt service on the Bonds and any Related Obligations exceeds such payment obligations due and payable on or before the immediately succeeding interest or principal payment date on the Bonds.

SECTION 2.04. Substitution. The Lessees and the Authority may substitute real property as part of the Site and the Facilities for purposes of the Ground Lease and this Lease only after the Lessees shall have filed with the Authority and the Trustee, with copies to each rating agency then providing a rating for the Bonds, all of the following:

(A) Executed copies of the Ground Lease and this Lease or amendments thereto containing the amended description of the Facilities and the Site, including the legal description of the Site as modified if necessary.

(B) A Certificate of the Lessees with copies of the Ground Lease and this Lease, if needed, or amendments thereto containing the amended description of the Facilities and the Site stating that such documents or memoranda thereof have been duly recorded in the official records of the County Recorder of the County.

(C) A Certificate of the Lessees, accompanied by a written appraisal from a qualified appraiser, who may but need not be an employee of the County or the City, evidencing that the annual fair rental value of the Facilities and the Site which will constitute the Facilities and the Site after such substitution (which may be based on the construction or acquisition cost or replacement cost of such facility to the Lessees) will be at least equal to 100% of the maximum amount of Base Rental Payments becoming due in the then current year ending June 30 or in any subsequent year ending June 30.

(D)(i) A California Land Title Association leasehold owner's policy or policies or a commitment for such policy or policies or an amendment or endorsement to an existing policy or policies resulting in title insurance with respect to the Site after such substitution in an amount at least equal to the amount of such insurance provided with respect to the Site prior to such substitution; each such insurance instrument, when issued, shall name the Trustee as the insured, and shall insure the leasehold estate of the Authority in such substituted property subject only to such exceptions as do not substantially interfere with the Lessees' right to use and occupy such substituted property and as will not result in an abatement of Base Rental Payments payable by the Lessees under this Lease; or

(ii) An Opinion of Counsel or Certificate of the Lessees stating that, based upon review of such instruments, certificates or any other matters described in such Opinion of Counsel or Certificate of the Lessees, the Lessees have good merchantable title to the Site and the Facilities which will constitute

the Site and the Facilities after such substitution. The term "Good Merchantable Title" shall mean such title, as in the Opinion of Counsel or Certificate of the Lessees, is satisfactory and sufficient for the needs and operations of the Lessees, subject only to Permitted Encumbrances.

(E) A Certificate of the Lessees stating that such substitution does not adversely affect the Lessees' use and occupancy of the Facilities and the Site.

(F) An Opinion of Counsel stating that such amendment or modification (i) is authorized or permitted by the Constitution and laws of the State and this Lease; (ii) complies with the terms of the Constitution and laws of the State and of this Lease; (iii) will, upon the execution and delivery thereof, be valid and binding upon the Authority and the Lessees in accordance with its terms; and (iv) will not cause the interest on any series of Bonds sold as tax-exempt to be included in gross income for federal income tax purposes.

ARTICLE III
BASE RENTAL PAYMENTS; USE OF PROCEEDS

SECTION 3.01. Base Rental Payments. The Lessees agree to pay to the Authority, as Base Rental Payments for the use and occupancy of the Facilities and the Site (subject to the provisions of Sections 3.04, 3.06 and 7.01 of this Lease), annual rental payments, all in accordance with the Base Rental Payment Schedule attached hereto as Exhibit B and made a part hereof. Base Rental Payments shall be calculated in advance on an annual basis, for the succeeding twelve (12) month period commencing on [July 1] and ending on [June 30], except that the first Rental Payment Period shall commence on the date of recordation of this Lease or a memorandum thereof in the office of the County Recorder of the County and shall end on [June 30], 1996. Base Rental Payments shall be made in twelve (12) monthly installments, payable on the third business day preceding the first (1st) day of each calendar month in the amount, which amount will vary from time to time, required by the Authority to pay the principal of and interest on the Bonds and any Related Obligations due on or before the next principal or interest payment date for the Bonds; provided that the aggregate Base Rental Payment installments for any Rental Payment Period shall not exceed $22,000,000 in any Rental Payment Period (the "Maximum Annual Rental")[; and provided further that to the extent the Authority has received revenues available to pay debt service on the Bonds and any Related Obligations and has deposited such revenues with the Trustee by the fourth (4th) business day preceding the first day of any month in which a Base Rental Payment is due, the Lessees shall receive a credit to the extent of such revenues on the installment of the Base Rental Payment for said month.] Each Base Rental Payment shall be for the use of the Site and the Facilities for the twelve (12) month period commencing on [July 1] of the period in which such installments are payable.

The Lessees and the Authority intend that the Maximum Annual Rental set forth above shall be the initial Maximum Annual Rental payable hereunder and that such Maximum Annual Rental may be increased by supplement to this Master Lease, without the

addition of any property to the Site or the Facilities, to an amount not to exceed $35,000,000 in any twelve-month period; provided that in conjunction with such increased Maximum Annual Rental the Authority shall cause an additional series of Bonds to be issued and the proceeds thereof paid to the Lessees as additional rental under the Ground Lease. The Authority shall not agree to such increase in Maximum Annual Rental unless there is filed with the Authority and the Trustee a Certification of the Lessees, accompanied by a written appraisal from a qualified appraiser, who may, but need not be, an employee of the Lessees, (i) evidencing that the annual fair rental value of the Facilities will be at least equal to 100% of the Maximum Annual Rental becoming due in any fiscal year following such increase and (ii) stating that the fair market value of the Facilities will be at least equal to 100% of the aggregate principal amount of the Bonds outstanding after such increase. The Lessees agree to deposit or cause to be deposited, from the proceeds of such additional Bonds, into the Reserve Fund the amount necessary to increase the amount on deposit in the Reserve Fund to the Reserve Fund Requirement.

If the term of this Lease shall have been extended pursuant to Section 2.02 hereof, Base Rental Payment installments shall continue to be due on the third business day preceding the first (1st) day of each calendar month in each year, and payable as hereinabove described, continuing to and including the date of termination of this Lease, in an amount equal to the highest amount of Base Rental payable for any Rental Payment Period. Upon such extension of this Lease, Base Rental Payments shall be established in an amount sufficient to pay all unpaid principal of and interest on the Bonds plus interest on the extended principal and interest at a rate equal to the rate of interest on the Bonds so extended and any Related Obligations.

SECTION 3.02. Additional Payments. The Lessees shall also pay such amounts (herein called the "Additional Payments") as shall be required by the Authority for the payment of all amounts, costs and expenses incurred by the Authority in connection with the execution, performance or enforcement of this Lease or any assignment hereof, the Trust Agreement, their interest in the Site and the Facilities and the lease of the Site and the Facilities to the Lessees, including but not limited to payment of all fees, costs and expenses and all administrative costs of the Authority related to the Bonds, any Related Obligations, the Site and the Facilities, including, without limiting the generality of the foregoing, salaries and wages of employees, all expenses, compensation and indemnification payable by the Authority to the Trustee under the Trust Agreement, to the provider of any Related Obligations under the documents therefor and to any remarketing agent under a remarketing agreement, fees of any tender agent, auditors, accountants, attorneys or architects, and all other necessary administrative costs of the Authority or charges required to be paid by it in order to maintain its existence or to comply with the terms of the Bonds or of the Trust Agreement or any Related Obligation; but not including in such Additional Payments amounts required to pay the principal of or interest on the Bonds.

Such Additional Payments shall be billed to the Lessees by the Authority or the Trustee from time to time, together with a statement certifying that the amount billed has been paid by the Authority or by the Trustee on behalf of the Authority, for one or more of the items above described, or that such amount is then payable by the Authority or the

Trustee for such items. Amounts so billed shall be paid by the Lessees within sixty (60) days after receipt of the bill by the Lessees, or such earlier time as may be required under any Related Obligation. The Lessees reserve the right to audit billings for Additional Payments although exercise of such right shall in no way affect the duty of the Lessees to make full and timely payment for all Additional Payments.

The Authority may in the future issue bonds and may in the future enter into leases to finance facilities other than the Site and the Facilities. The administrative costs of the Authority shall be allocated among said facilities and the Facilities, as hereinafter in this paragraph provided. The fees of the Trustee under the Trust Agreement, and any other expenses directly attributable to the Facilities shall be included in the Additional Payments payable hereunder. The fees of any trustee or paying agent under any indenture securing bonds of the Authority or any trust agreement other than the Trust Agreement, and any other expenses directly attributable to any facilities other than the Facilities, shall not be included in the administrative costs of the Facilities and shall not be paid from the Additional Payments payable hereunder. Any expenses of the Authority not directly attributable to any particular project of the Authority shall be equitably allocated among all such projects, including the Facilities, in accordance with sound accounting practice. In the event of any question or dispute as to such allocation, the written opinion of an independent firm of certified public accountants, employed by the Authority to consider the question and render an opinion thereon, shall be a final and conclusive determination as to such allocation. The Trustee may conclusively rely upon the Written Request of the Authority, with the approval of an Authorized representative of the Lessees, endorsed thereon, in making any determination that costs relating to the Authority are payable as Additional Payments hereunder, and shall not be required to make any investigation as to whether or not the items so requested to be paid are expenses of operation of Facilities.

SECTION 3.03. Fair Rental Value. Such payments of Base Rental Payments and Additional Payments for each Rental Payment Period during the term of this Lease shall constitute the total rental for said Rental Payment Period and shall be paid by the Lessees in each Rental Payment Period for and in consideration of the right of use and occupancy of the Site and the Facilities during each such period for which said rental is to be paid. The parties hereto have agreed and determined that such total rental payable for each Rental Payment Period represents no more than the fair rental value of the Site and the Facilities for each such period. In making such determination, consideration has been given to costs of acquisition, design, construction and financing of the Facilities, other obligations of the parties under this Lease, the uses and purposes which may be served by the Facilities and the benefits therefrom which will accrue to the Lessees and the general public.

SECTION 3.04. Payment Provisions. The Authority and the Lessees recognize that the Authority is financing certain payments from the proceeds of its Bonds. At the request of the Lessees, the Authority is issuing a portion of the Bonds as Variable Rate Bonds in an effort to provide a lower cost to the Lessees for the leasing of the Facilities. It is contemplated by the parties hereto that the amount of Base Rental Payments to be payable by the Lessees to the Authority during each Rental Payment Period will be more than the amount needed in such Rental Payment Period by the Authority to pay the

principal of and interest on the Bonds and any Related Obligations. The Authority hereby agrees that if on any Base Rental payment date, the amount of Base Rental Payments available pursuant to this Lease shall exceed the amount needed by the Authority to pay the principal of and interest on the Bonds and any Related Obligations coming due in that month, the excess amount may be deferred by the Authority, at its sole option, on such terms and conditions as it shall determine are necessary to protect the interests of the owners of the Bonds and the provider of any Related Obligation, and thereupon such excess amount need not be paid by the Lessees to the Authority at that time, but instead shall be deferred until such subsequent time within such Rental Payment Period as the Authority shall have need for such payment; provided that on each [June 30] any deferred amount not needed by the Authority to pay the principal of and interest on the Bonds or any Related Obligation on such date shall be waived by the Authority and such amount shall no longer be an obligation of the Lessees. If in any future month during the applicable Rental Payment Period the principal of and interest on the Bonds shall exceed the expected amount of Base Rental Payments payable by the Lessees to the Authority in such month, the Lessees shall pay the difference from such deferred rental.

Each Base Rental Payment installment or Additional Payment payable hereunder shall be paid in lawful money of the United States of America to or upon the order of the Authority at the corporate trust office of the Trustee or such other place as the Authority shall designate. Any such Base Rental Payment installment or Additional Payment accruing hereunder which shall not be paid when due and payable under the terms of this Lease shall bear interest at the rate of twelve percent (12%) per annum, or such lesser rate of interest as may be the maximum rate permitted by law, from the date when the same is due hereunder until the same shall be paid. Notwithstanding any dispute between the Authority and the Lessees, the Lessees shall make all Base Rental Payments, Additional Payments and other payments when due without deduction or offset of any kind and shall not withhold any Base Rental Payments or Additional Payments or other payments pending the final resolution of such dispute. In the event of a determination that the Lessees were not liable for said payments or any portion thereof, said payments or excess of payments, as the case may be, shall be credited against subsequent payments due hereunder or refunded at the time of such determination. Amounts required to be deposited by the Lessees with the Trustee pursuant to this Section for payment of Base Rental Payments on any date shall be reduced to the extent of amounts on deposit in the [Revenue Fund] and available therefor.

Base Rental Payments and Additional Payments are subject to abatement as provided in Section 3.06 hereof.

Nothing contained in this Lease shall prevent the Lessees from making from time to time contributions or advances to the Authority for any purpose now or hereafter authorized by law, including the making of repairs to, or the restoration of, the Facilities in the event of damage to or the destruction of the Facilities.

SECTION 3.05. Appropriations Covenant; Base Rental Payments and Additional Payments to Constitute a Current Expense of the Lessees. The City and the County each covenant to take such action as may be necessary to include one-half (1/2) of

the Base Rental Payments and Additional Payments due hereunder as a separate line item in their respective annual budgets, and to make necessary annual appropriations for one-half (1/2) of the Base Rental Payments and Additional Payments. The Lessees will deliver to the Authority and the Trustee copies of the portion of each annual budget relating to the payment of Base Rental Payments and Additional Payments hereunder within thirty (30) days after the filing or adoption thereof. The covenants on the part of the Lessees herein contained shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of the Lessees to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the Lessees to carry out and perform the covenants and agreements in this Lease agreed to be carried out and performed by the Lessees. To the extent that either the City or the County fails, in any fiscal year, to budget or pay one-half (1/2) of the Base Rental Payments and Additional Payments payable during such fiscal year, the other Lessee, the City or the County, as the case may be, shall, by supplemental budget in such fiscal year, appropriate and pay such additional amounts as shall be necessary to make up any deficiency in the amounts appropriated or paid by the other Lessee, including any interest accrued thereon.

The Authority and the Lessees understand and intend that the obligation of the Lessees to pay Base Rental Payments and Additional Payments hereunder shall constitute a current expense of the Lessees and shall not in any way be construed to be a debt of the Lessees in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the Lessees, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the Lessees. Base Rental Payments and Additional Payments due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise legally available for the purpose of paying Base Rental Payments and Additional Payments or other payments due hereunder as consideration for the use of the Site, the Facilities and the Project. The Lessees have not pledged the full faith and credit of the Lessees, the State or any agency or department thereof to the payment of the Base Rental Payments and Additional Payments or any other payments due hereunder.

SECTION 3.06. Rental Abatement. The Base Rental Payments and Additional Payments shall be abated proportionately, during any period in which by reason of any material damage or destruction (other than by condemnation which is hereinafter provided for) there is substantial interference with the use and occupancy of the Site and the Facilities by the Lessees, in the proportion in which the cost of that portion of the Site or the Facilities rendered unusable bears to the cost of the whole of the Site and the Facilities. Such abatement shall continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction. In the event of any such damage or destruction, this Lease shall continue in full force and effect and the Lessees waive the benefits of California Civil Code Section 1932(2) and 1933(4) and of Title 11 of the United States Code, Section 365(h) and any and all other rights to terminate this Lease by virtue of any such damage or destruction or interference. Notwithstanding the foregoing, to the extent that moneys are available for the payment of Base Rental Payments in any of the funds and accounts established under the Trust Agreement (except the Reserve Fund), Base Rental Payments shall not be abated as provided

above but, rather, shall be payable by the Lessees as a special obligation payable solely from said funds and accounts.

SECTION 3.07. Use of Proceeds.

(a) Use of Proceeds. The parties hereto agree that the proceeds of the Bonds will be used by the Authority pursuant to the Assignment Agreement to purchase the Corporation's interest in the Ground Lease and thereby to cause the refunding of the Coliseum Bonds and the financing of the Project and certain improvements and payments are contemplated by the Master Agreement.

ARTICLE IV
CONSTRUCTION OF THE PROJECT; MAINTENANCE; ALTERATIONS AND ADDITIONS

SECTION 4.01. Construction of Project . The Authority hereby agrees to assist financing of the Project through the Assignment Agreement with the Corporation. The Lessees hereby represent and warrant that the Lessees have heretofore approved the plans for the Project and agree that the Project will be constructed in accordance with the Master Agreement approved by the Lessees. The Lessees agree that failure to complete the Project or any delay therein will not affect the Base Rental or Additional Payments payable hereunder, which Base Rental and Additional Payments are for the Facilities and the Project.

SECTION 4.02. Maintenance and Utilities. Throughout the term of this Lease, all maintenance and repair, both ordinary and extraordinary, of the Site, the Facilities and the Project shall be the responsibility of the Lessees, which shall at all times maintain or otherwise arrange for the maintenance of the Site, the Facilities and the Project in first class condition, and the Lessees shall pay for or otherwise arrange for the payment of all utility services supplied to the Site, the Facilities and the Project, which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, ventilation, air conditioning, water and all other utility services, and shall pay for or otherwise arrange for payment of the cost of the repair and replacement of the Site, the Facilities and the Project resulting from ordinary wear and tear or want of care on the part of the Lessees or any assignee or sublessee thereof or any other cause and shall pay for or otherwise arrange for the payment of all insurance policies required to be maintained with respect to the Site, the Facilities and the Project.

SECTION 4.03. Changes to the Project. Subject to Section 8.02 hereof, the Lessees shall, at their own expense, have the right to remodel the Project or to make additions, modifications and improvements to the Project. All such additions, modifications and improvements shall thereafter comprise part of the Project, and shall not be subject to the provisions of this Lease during the term of the License Agreement. Such additions, modifications and improvements shall not in any way damage the Facilities or the Project or cause either to be used for purposes other than those authorized under the provisions of State

and federal law; and the Facilities and the Project, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is at least equal to the value of the Facilities and the Project, immediately prior to the making of such additions, modifications and improvements.

SECTION 4.04. Installation of Lessees' Equipment. Except as contemplated by the Master Agreement, the Lessees and any sublessee will not, without the prior written consent of the Authority, install or permit to be installed other items of equipment or other personal property in or upon the Project, the Facilities and the Site that would materially affect existing equipment or structural elements of the Facilities. All such items shall remain the sole property of such party during the term of this Lease in which neither the Authority nor the Trustee shall have any interest, and may be modified or removed by such party at any time provided that such party shall repair and restore any and all damage to the Facilities or the Project resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent the Lessees from purchasing items to be installed pursuant to this Section under a conditional sale or lease purchase contract, or subject to a vendor's lien or security agreement as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Project, the Facilities or Site.

ARTICLE V
INSURANCE

SECTION 5.01. Fire and Extended Coverage and Earthquake Insurance. The Lessees, at their own expense, shall insure or have insured the Facilities with companies acceptable to the Authority for such amounts and against such hazards (except earthquake insurance shall only be obtained if available on the open market from reputable insurance companies at reasonable cost) as the Authority may require, including, but not limited to, insurance for damage to the Facilities and liability coverage for personal injuries, death or property damage, all such policies being with companies and on terms satisfactory to the Authority. Such insurance shall be in an amount equal to the replacement cost (without deduction for depreciation) of all structures constituting any part of the Site and the Facilities, excluding the cost of excavations, of grading and filling, and of the land (except that any earthquake insurance may be subject to a deductible clause of not to exceed ten percent (10%) of said replacement cost for any one loss and except that such other insurance may be subject to deductible clauses for any one loss of not to exceed two hundred fifty thousand dollars ($250,000) or a comparable deductible adjusted for inflation), or, in the alternative, shall be in an amount and in a form sufficient, in the event of total or partial loss, to enable all Bonds then Outstanding to be redeemed.

In the event of any damage to or destruction of any part of the Project or the Facilities caused by the perils covered by such insurance, the Authority, except as hereinafter provided, shall cause the proceeds of such insurance to be used for the repair, reconstruction or replacement of the damaged or destroyed portion of the Facilities, and the Trustee shall hold said proceeds separate and apart from all other funds, in a special fund to be designated

the "Insurance and Condemnation Fund," to the end that such proceeds shall be applied to the repair, reconstruction or replacement of the Facilities to at least the same good order, repair and condition as it was in prior to the damage or destruction, insofar as the same may be accomplished by the use of said proceeds. The Trustee shall withdraw said proceeds from time to time upon receiving the Written Request of the Authority, stating that the Authority has expended moneys or incurred liabilities in an amount equal to the amount therein requested to be paid over to it for the purpose of repair, reconstruction or replacement, and specifying the items for which such moneys were expended, or such liabilities were incurred, and containing the additional information required to be included in a Written Request of the Authority prepared pursuant to [Section 5.04] of the Trust Agreement. Any balance of said proceeds not required for such repair, reconstruction or replacement shall be treated by the Trustee as Base Rental Payments and applied in the manner provided by Section 5.04 of the Trust Agreement. Alternatively, the Authority, if the proceeds of such insurance and any amounts transferrable from the Reserve Fund as allocable to the Bonds to be redeemed, together with any other moneys then available for the purpose are at least sufficient to redeem an aggregate principal amount of Outstanding Bonds equal to the amount of Outstanding Bonds attributable to the portion of the Facilities so destroyed or damaged (determined by reference to the proportion which the cost of such portion of the Facility bears to the aggregate cost of the Facilities), may elect not to repair, reconstruct or replace the damaged or destroyed portion of the Facility and thereupon shall cause said proceeds to be used for the redemption of Outstanding Bonds pursuant to the provisions of the Trust Agreement.

The Authority and the Lessees shall promptly apply for federal disaster aid or State disaster aid in the event that the Facilities are damaged or destroyed as a result of an earthquake or other disaster occurring at any time. Any proceeds received as a result of such disaster aid shall be used to repair, reconstruct, restore or replace the damaged or destroyed portions of the Facilities, or to redeem Outstanding Bonds if such use of such disaster aid is permitted.

SECTION 5.02. Liability Insurance. Except as hereinafter provided, the Lessees shall procure or cause to be procured and maintain or cause to be maintained, throughout the term of this Lease (but during the period of construction of the Project only if such insurance is not provided by a Contractor under a construction contract), a standard comprehensive general liability insurance policy or policies in protection of the Authority and its members, directors, officers, agents and employees and the Trustee, indemnifying said parties against all direct or contingent loss or liability for damages for personal injury, death or property damage occasioned by reason of the operation of the Site, the Facilities and the Project, with minimum liability limits of five million dollars ($5,000,000) for personal injury or death of each person and ten million dollars ($10,000,000) for personal injury or deaths of two or more persons in each accident or event, and in a minimum amount of seven hundred fifty thousand dollars ($750,000) for damage to property resulting from each accident or event. Such public liability and property damage insurance may, however, be in the form of a single limit policy in the amount of ten million dollars ($10,000,000) covering all such risks. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance carried by the Lessees.

As an alternative to providing the insurance required by the first paragraph of this Section, or any portion thereof, the Lessees may provide a self-insurance method or plan of protection if and to the extent such self-insurance method or plan of protection shall afford reasonable protection to the Authority, its members, directors, officers, agents and employees and the Trustee, in light of all circumstances, giving consideration to cost, availability and similar plans or methods of protection adopted by public entities in the State other than the Lessees. Before such other method or plan may be provided by the Lessees, and annually thereafter so long as such method or plan is being provided to satisfy the requirements of this Lease, there shall be filed with the Trustee and each **Bond Insurer** a certificate of an Insurance Consultant or other qualified person, stating that, in the opinion of the signer, the substitute method or plan of protection is in accordance with the requirements of this Section and, when effective, would afford reasonable protection to the Authority, its members, directors, officers, agents and employees and the Trustee against loss and damage from the hazards and risks covered thereby. There shall also be filed a certificate of the Lessees setting forth the details of such substitute method or plan.

SECTION 5.03. Rental Interruption or Use and Occupancy Insurance. The Lessees shall procure or cause to be procured and maintain or cause to be maintained throughout the term of this Lease, to the extent such insurance is commercially available at reasonable cost rental interruption or use and occupancy insurance to cover loss, total or partial, of the rental income from or the use of the Site and the Facilities as the result of any of the hazards covered by the insurance required by Section 5.01 hereof, in an amount sufficient to pay the maximum annual Base Rental Payments hereunder for any one year period except that such insurance may be subject to a deductible clause of not to exceed one hundred thousand dollars ($100,000 or a comparable deductible adjusted for inflation). Any proceeds of such insurance and any amounts transferred from the Reserve Fund shall be used by the Trustee to reimburse to the Lessees any rental theretofore paid by the Lessees under this Lease attributable to such structure for a period of time during which the payment of rental under this Lease is abated, and any proceeds of such insurance not so used shall be applied as provided in Section 3.01 (to the extent required for the payment of Base Rental Payments) and in Section 3.02 hereof (to the extent required for the payment of Additional Payments).

SECTION 5.04. Worker's Compensation. The Lessees shall also maintain worker's compensation insurance issued by a responsible carrier authorized under the laws of the State to insure their employees against liability for compensation under the Worker's Compensation Insurance and Safety Act now in force in California, or any act hereafter enacted as an amendment or supplement thereto. As an alternative, such insurance may be maintained as part of or in conjunction with any other insurance carried by the Lessees. Such insurance may be maintained by the Lessees in the form of self-insurance.

SECTION 5.05. Insurance Proceeds; Form of Policies. All policies of insurance required by Sections 5.01 and 5.03 hereof shall be provided by an insurance company with a claims paying ability rated at least "A" by Moody's and S&P and shall provide that all proceeds thereunder shall be payable [except as otherwise contemplated by the Master Agreement or License Agreement] to the Trustee pursuant to a lender's loss

payable endorsement substantially in accordance with the form approved by the Insurance Services Office and the California Bankers Association. The Trustee shall collect, and receive all moneys which may become due and payable under any such policies, may compromise any and all claims thereunder and shall apply the proceeds of such insurance as provided in Sections 5.01 and 5.03 hereof. All policies of insurance required by this Lease shall provide that the Trustee shall be given thirty (30) days' notice of each expiration thereof or any intended cancellation thereof or reduction of the coverage provided thereby. The Trustee shall not be responsible for the sufficiency of any insurance herein required or if forms of endorsement or policies comply with the provisions of this Lease and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by the Trustee. The Lessees shall pay when due the premiums for all insurance policies required by this Lease, and shall promptly furnish evidence of such payments to the Authority.

The Lessees will deliver to the Authority and the Trustee in the month of July in each year a written certificate of an officer of the Lessees stating that such policies satisfy the requirements of this Lease, setting forth the insurance policies then in force pursuant to this Section, the names of the insurers which have issued the policies, the amounts thereof and the property and risks covered thereby, and, if any self-insurance program is being provided, the annual report of an Insurance Consultant or other qualified person containing the information required for such self-insurance program and described in Sections 5.01, 5.02, 5.03 and 5.04 hereof. Delivery to the Trustee of the certificate under the provisions of this Section shall not confer responsibility upon the Trustee as to the sufficiency of coverage or amounts of such policies. If so requested in writing by the Trustee, the Liquidity Facility Provider or the **Bond Insurer**, the Lessees shall also deliver to the Trustee, the Liquidity Facility Provider or the **Bond Insurer** certificates or duplicate originals or certified copies of each insurance policy described in such schedule.

ARTICLE VI
DEFAULTS AND REMEDIES

SECTION 6.01. Defaults and Remedies. (a) If the Lessees shall fail to pay any Base Rental Payment, Additional Payment or other amount payable hereunder when the same becomes due and payable, time being expressly declared to be of the essence of this Lease, or the Lessees shall fail to keep, observe or perform any other term, covenant or condition contained herein to be kept or performed by the Lessees for a period of thirty (30) days after notice of the same has been given to the Lessees by the Authority or the Trustee or for such additional time as is reasonably required, in the discretion of the Trustee, to correct the same, or upon the happening of any of the events specified in subsection (b) of this Section (any such case above being an "Event of Default"), the Lessees shall be deemed to be in default hereunder and it shall be lawful for the Authority to exercise any and all remedies available pursuant to law or granted pursuant to this Lease. Upon any such default, the Authority, in addition to all other rights and remedies it may have at law, may do any of the following, but only subject to the prior written consent of the **Bond Insurer**, and shall do any of the following, at the direction of the **Bond Insurer**:

(1) To terminate this Lease in the manner hereinafter provided on account of default by the Lessees, notwithstanding any re-entry or re-letting of the Site and the Facilities as hereinafter provided for in subparagraph (2) hereof, and to re-enter the Site and the Facilities and remove all persons in possession thereof and all personal property whatsoever situated upon the Site and the Facilities and place such personal property in storage in any warehouse or other suitable place located within the County. In the event of such termination, the Lessees agree to surrender immediately possession of the Site and the Facilities, without let or hindrance, and to pay the Authority all damages recoverable at law that the Authority may incur by reason of default by the Lessees, including, without limitation, any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon the Site and the Facilities and removal and storage of such property by the Authority or its duly authorized agents in accordance with the provisions herein contained. Neither notice to pay rent or to deliver up possession of the Site or the Facilities given pursuant to law nor any entry or re-entry by the Authority nor any proceeding in unlawful detainer, or otherwise, brought by the Authority for the purpose of effecting such re-entry or obtaining possession of the Site and the Facilities nor the appointment of a receiver upon initiative of the Authority to protect the Authority's interest under this Lease shall of itself operate to terminate this Lease, and no termination of this Lease on account of default by the Lessees shall be or become effective by operation of law or acts of the parties hereto, or otherwise, unless and until the Authority shall have given written notice to the Lessees of the election on the part of the Authority to terminate this Lease. The Lessees covenant and agree that no surrender of the Site and the Facilities of the remainder of the term hereof or any termination of this Lease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Authority by such written notice.

(2) Without terminating this Lease, (i) to collect each Base Rental Payment and Additional Payment installment and other amounts as they become due and enforce any other terms or provision hereof to be kept or performed by the Lessees, regardless of whether or not the Lessees have abandoned the Facilities, or (ii) to exercise any and all rights of re-entry upon the Site and the Facilities. In the event the Authority does not elect to terminate this Lease in the manner provided for in subparagraph (1) hereof, the Lessees shall remain liable and agree to keep or perform all covenants and conditions herein contained to be kept or performed by the Lessees and, if the Site and the Facilities are not re-let, to pay the full amount of the Base Rental Payments, Additional Payments and other amounts to the end of the term of this Lease or, in the event that the Site and the Facilities are re-let, to pay any deficiency in rent and other amounts that result therefrom; and further agree to pay said rent and other amounts and/or deficiency rent and other amounts punctually at the same time and in the same manner as hereinabove provided for the payment of Base Rental Payments, Additional Payments and other amounts hereunder (without acceleration), notwithstanding the fact that the Authority may have received in previous years or may receive thereafter in subsequent years rental or other amounts in excess of the rental or other amounts herein specified, and notwithstanding any entry or re-entry by the Authority or suit in unlawful detainer, or otherwise, brought

by the Authority for the purpose of effecting such entry or re-entry or obtaining possession of the Site and the Facilities or the Project. Should the Authority elect to enter or re-enter as herein provided, the Lessees hereby irrevocably appoint the Authority as the agent and attorney-in-fact of the Lessees to re-let the Site and the Facilities, or any part thereof, from time to time, either in the Authority's name or otherwise, upon such terms and conditions and for such use and period as the Authority may deem advisable, and to remove all persons in possession thereof and all personal property whatsoever situated upon the Site and the Facilities and to place such personal property in storage in any warehouse or other suitable place located in the County, for the account of and at the expense of the Lessees, and the Lessees hereby exempt and agree to save harmless the Authority from any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon and re-letting of the Site and the Facilities and removal and storage of such property by the Authority or its duly authorized agents in accordance with the provisions herein contained. The Lessees agree that the terms of this Lease constitute full and sufficient notice of the right of the Authority to re-let the Site and the Facilities and to do all other acts to maintain or preserve the Site and the Facilities as the Authority deems necessary or desirable in the event of such re-entry without effecting a surrender of this Lease, and further agree that no acts of the Authority in effecting such re-letting shall constitute a surrender or termination of this Lease irrespective of the use or the term for which such re-letting is made or the terms and conditions of such re-letting, or otherwise, but that, on the contrary, in the event of such default by the Lessees the right to terminate this Lease shall vest in the Authority to be effected in the sole and exclusive manner provided for in sub-paragraph (1) hereof. The Lessees further waive the right to any Base Rental Payment, Additional Payments or other amounts obtained by the Authority in excess of such rental and other amounts herein specified and hereby convey and release such excess to the Authority as compensation to the Authority for its services in re-letting the Site and the Facilities or any part thereof. The Lessees further agree to pay the Authority the cost of any alterations or additions to the Site and the Facilities necessary to place the Site and the Facilities in condition for re-letting immediately upon notice to the Lessees of the completion and installation of such additions or alterations.

The Lessees hereby waive any and all claims for damages caused or which may be caused by the Authority in re-entering and taking possession of the Site and the Facilities as herein provided and all claims for damages that may result from the destruction of the Site and the Facilities and all claims for damages to or loss of any property belonging to the Lessees, or any other person, that may be in or upon the Site and the Facilities.

(b) If (1) the Lessees' interest in this Lease or any part thereof be assigned or transferred, either voluntarily or by operation of law or otherwise, without the prior written consent of the Authority, or (2) the Lessees or any assignee shall file any petition or institute any proceeding under any act or acts, State or federal, dealing with or relating to the subject or subjects of bankruptcy or insolvency, or under any amendment of such act or acts, either as a bankrupt or as an insolvent, or as a debtor, or in any similar capacity, wherein or

whereby the Lessees ask or seek or pray to be adjudicated a bankrupt, or are to be discharged from any or all of the Lessees' debts or obligations, or offers to the Lessees' creditors to effect a composition or extension of time to pay the Lessees' debts or ask, seek or pray for reorganization or to effect a plan of reorganization, or for a readjustment of the Lessees' debts, or for any other similar relief, or if any such petition or any such proceedings of the same or similar kind or character be filed or be instituted or taken against the Lessees, or if a receiver of the business or of the property or assets of the Lessees shall be appointed by any court, except a receiver appointed at the instance or request of the Authority, or if the Lessees shall make a general or any assignment for the benefit of the Lessees' creditors, or if (3) the Lessees shall abandon or vacate the Site and the Facilities or the Project, then the Lessees shall be deemed to be in default hereunder.

(c) The Authority shall in no event be in default in the performance of any of its obligations hereunder or imposed by any statute or rule of law unless and until the Authority shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by the Lessees to the Authority and to the provider of any Related Obligations properly specifying wherein the Authority has failed to perform any such obligation. In the event of default by the Authority, the Lessees shall be entitled to pursue any remedy provided by law.

(d) In addition to the other remedies set forth in this Section, upon the occurrence of an event of default as described in this Section, the Authority, subject to the direction of the **Bond Insurer**, shall proceed to protect and enforce the rights vested in the Authority by this Lease or by law. The provisions of this Lease and the duties of the Lessees and of their trustees, officers or employees shall be enforceable by the Authority by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction. Without limiting the generality of the foregoing, the Authority may, with the prior written consent of the **Bond Insurer**, and shall, at the direction of the **Bond Insurer**, bring the following actions:

(1) Accounting. By action or suit in equity to require the Lessees and their trustees, officers and employees and their assigns to account as the trustee of an express trust.

(2) Injunction. By action or suit in equity to enjoin any acts or things which may be unlawful or in violation of the rights of the Authority.

(3) Mandamus. By mandamus or other suit, action or proceeding at law or in equity to enforce the Authority's rights against the Lessees (and their board, officers and employees) and to compel the Lessees to perform and carry out their duties and obligations under the law and their covenants and agreements with the Authority as provided herein.

The exercise of any rights or remedies under this Lease shall not permit acceleration of Base Rental Payments.

Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative and the single or partial exercise of any right, power or privilege hereunder shall not impair the right of the Authority to other or further exercise thereof or the exercise of any or all other rights, powers or privileges. The term "re-let" or "re-letting" as used in this Section shall include, but not be limited to, re-letting by means of the operation by the Authority of the Site and the Facilities. If any statute or rule of law validly shall limit the remedies given to the Authority hereunder, the Authority nevertheless shall be entitled to whatever remedies are allowable under any statute or rule of law.

In the event the Authority shall prevail in any action brought to enforce any of the terms and provisions of this Lease, the Lessees agree to pay a reasonable amount as and for attorney's fees incurred by the Authority in attempting to enforce any of the remedies available to the Authority hereunder, whether or not a lawsuit has been filed and whether or not any lawsuit culminates in a judgment.

SECTION 6.02. Waiver. Failure of the Authority to take advantage of any default on the part of the Lessees shall not be, or be construed as, a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this instrument be construed to waive or to lessen the right of the Authority to insist upon performance by the Lessees of any term, covenant or condition hereof, or to exercise any rights given the Authority on account of such default. A waiver of a particular default shall not be deemed to be a waiver of the same or any subsequent default. The acceptance of rent hereunder shall not be, or be construed to be, a waiver of any term, covenant or condition of this Lease.

ARTICLE VII
EMINENT DOMAIN; PREPAYMENT

SECTION 7.01. Eminent Domain. If the whole of the Site and the Facilities or so much thereof as to render the remainder unusable for the purposes for which it was used by the Lessees shall be taken under the power or threat of eminent domain, the term of this Lease shall cease as of the day that possession shall be so taken. If less than the whole of the Site and the Facilities shall be taken under the power or threat of eminent domain and the remainder is usable for the purposes for which it was used by the Lessees at the time of such taking, then this Lease shall continue in full force and effect as to such remainder, and the parties waive the benefits of any law to the contrary, and in such event there shall be a partial abatement of the rental due hereunder in an amount equivalent to the amount by which the annual payments of principal of and interest on the Bonds then Outstanding will be reduced by the application of the award in eminent domain to the redemption of Outstanding Bonds. So long as any of the Bonds shall be Outstanding, any award made in eminent domain proceedings for taking the Site and the Facilities or any portion thereof shall be paid to the Trustee and applied to the prepayment of the Base Rental Payments as provided in Section 7.02 hereof. Any such award made after all of the Base Rental Payments and Additional Payments have been fully paid, or provision therefor made, shall be paid to the Lessees.

SECTION 7.02. Prepayment. (a) The Lessees shall prepay on any date from insurance and eminent domain proceeds, to the extent provided in Sections 5.01, 5.05, and 7.01 hereof (provided, however, that in the event of partial damage to or destruction of the Facilities caused by perils covered by insurance, if in the judgment of the Authority the insurance proceeds are sufficient to repair, reconstruct or replace the damaged or destroyed portion of the Facilities, such proceeds shall be held by the Trustee and used to repair, reconstruct or replace the damaged or destroyed portion of the Facilities, pursuant to the procedure set forth in Section 5.01 hereof for proceeds of insurance), all or any part (in an integral multiple of $5,000 principal component) of Base Rental Payments then unpaid so that the aggregate annual amounts of Base Rental Payments which shall be payable after such prepayment date shall be as nearly proportional as practicable to the aggregate annual amounts of Base Rental Payments unpaid prior to the prepayment date, at a prepayment amount equal to the principal of and interest on the Bonds to the date of redemption of the Bonds.

(b) The Lessees may prepay, from any source of available funds, all or any portion of Base Rental Payments by (i) depositing with the Trustee moneys or securities as provided in Section 4.02 or 10.01 of the Trust Agreement sufficient to retire or redeem Bonds corresponding to such Base Rental Payments when due or redeemable, and (ii) satisfying the other requirements of Section 10.01 of the Trust Agreement and satisfying the requirements of any Related Obligations. The Lessees agree that if following such prepayment the Facilities and the Site are damaged or destroyed or taken by eminent domain, they are not entitled to, and by such prepayment waive the right of, abatement of such prepaid Base Rental Payments and shall not be entitled to any reimbursement of such Base Rental Payments.

(c) Before making any prepayment pursuant to this Article, the Lessees shall, within five (5) days following the event creating such right or obligation to prepay, give written notice to the Authority and the Trustee describing such event and specifying the date on which the prepayment will be made, which date shall be not less than sixty (60) days from the date such notice is given.

(d) When (1) there shall have been deposited with the Trustee at or prior to the due dates of the Base Rental Payments or date when the Lessees may exercise their option to purchase the Facilities or any portion or item thereof, in trust for the benefit of the Owners of the Bonds and irrevocably appropriated and set aside to the payment of the Base Rental Payments or option price, sufficient moneys and Permitted Investments described in subsection (1) of the definition thereof in the Trust Agreement, not redeemable prior to maturity, the principal of and interest on which when due will provide money sufficient to pay all principal of and interest on the Bonds to the due date of the Bonds or date when the Lessees may exercise their option to purchase the Facilities, as the case may be and to the payment in full of all other amounts due hereunder or under the Trust Agreement or on any Related Obligations; (2) all of the requirements set forth in Section 10.01 of the Trust Agreement have been satisfied; and (3) an agreement shall have been entered into with the Trustee for the payment of its fees and expenses so long as any of the Bonds shall remain unpaid; then and in that event the right, title and interest of the Authority herein and the

obligations of the Lessees hereunder shall thereupon cease, terminate, become void and be completely discharged and satisfied (except for the right of the Authority and the obligation of the Lessees to have such moneys and such Permitted Investments applied to the payment of the Base Rental Payments or option price) and the Authority's interest in and title to the Facilities or applicable portion or item thereof shall be transferred and conveyed to the Lessees. In such event, the Authority shall cause an accounting for such period or periods as may be requested by the Lessees to be prepared and filed with the Authority (and accompanied by a verification report of a certified public accountant) and evidence such discharge and satisfaction, and the Authority shall pay over to the Lessees as an overpayment of Base Rental Payments all such moneys or Permitted Investments held by it pursuant hereto other than such moneys and such Permitted Investments as are required for the payment or prepayment of the Base Rental Payments or the option price and the fees and expenses of the Trustee, which moneys and Permitted Investments shall continue to be held by the Trustee in trust for the payment of Base Rental Payments or the option price and the fees and expenses of the Trustee, and shall be applied by the Authority to the payment and redemption of the Bonds and the fees and expenses of the Trustee.

SECTION 7.03. Option to Purchase; Sale of Personal Property. The Lessees shall have the option to purchase the Authority's interest in any part of the Site and the Facilities upon payment of an option price consisting of moneys or securities of the category specified in clause (1) of the definition of the term Permitted Investments contained in Section 1.01 of the Trust Agreement (not callable by the issuer thereof prior to maturity) in an amount sufficient (together with the earnings and interest on such securities) to provide funds to pay the aggregate amount for the entire remaining term of this Lease of the part of the total rent hereunder attributable to such part of the Site and Facilities (determined by reference to the proportion which the acquisition, design and construction cost of such part of the Facilities or the Project bears to the acquisition, design and construction cost of all of the Site and Facilities or Project). Any such payment shall be made to the Trustee and shall be treated as Base Rental Payments and shall be applied by the Trustee to pay the principal of and interest on the Bonds and to redeem Bonds if such Bonds are subject to redemption pursuant to the terms of the Trust Agreement. Upon the making of such payment to the Trustee and the satisfaction of all requirements set forth in Section 10.01 of the Trust Agreement, (a) the Base Rental Payments thereafter payable under this Lease shall be reduced by the amount thereof attributable to such part of the Facilities and theretofore paid pursuant to this Section, (b) Section 3.06 and this Section of this Lease shall not thereafter be applicable to such part of the Site and Facilities, (c) the insurance required by Sections 5.01, 5.02 and 5.03 of this Lease need not be maintained as to such part of the Site and Facilities, and (d) title to such part of the Facilities and of the portion of the Site upon which such part of the Facilities is located shall vest in the Lessees and the term of this Lease shall end as to the portion of the Site upon which such part of the Facilities is located and to such part of the Facilities.

The Lessees, in their discretion may request the Authority to sell or exchange any personal property which may at any time constitute a part of the Facilities, and to release said personal property from this Lease, if (a) in the opinion of the Lessees the property so sold or exchanged is no longer required or useful in connection with the operation of the

Facilities, (b) the consideration to be received from the property is of a value substantially equal to the value of the property to be released, and (c) if the value of any such property shall, in the opinion of the Authority, exceed the amount of $500,000, the Authority shall have been furnished a certificate of an independent engineer or other qualified independent professional consultant (satisfactory to the Authority) certifying the value thereof and further certifying that such property is no longer required or useful in connection with the operation of the Facilities. In the event of any such sale, the full amount of the money or consideration received for the personal property so sold and released shall be paid to the Authority. Any money so paid to the Authority may, so long as the Lessees are not in default under any of the provisions of this Lease, be used upon the Written Request of the Lessees to purchase personal property, which property shall become a part of the Facilities leased hereunder. The Authority may require such opinions, certificates and other documents as it may deem necessary before permitting any sale or exchange of personal property subject to this Lease or before releasing for the purchase of new personal property money received by it for personal property so sold.

ARTICLE VIII
COVENANTS

SECTION 8.01. Right of Entry. The Authority and its assignees shall have the right (but not the duty) to enter upon and to examine and inspect, the Facilities and the Site during reasonable business hours (and in emergencies at all times;) (a) to inspect the same, (b) for any purpose connected with the Authority's or the Lessees' rights or obligations under this Lease, and (c) for all other lawful purposes.

SECTION 8.02. Liens. In the event the Lessees shall at any time during the term of this Lease cause any changes, alterations, additions, improvements or other work to be done or performed or materials to be supplied, in or upon the Site or the Facilities, the Lessees shall pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or for the Lessees in, upon or about the Site or the Facilities and shall keep the Site and the Facilities free of any and all mechanics' or materialmen's liens or other liens against the Site, the Facilities or the Authority's interest therein. In the event any such lien attaches to or is filed against the Site or the Facilities or the Authority's interest therein, the Lessees shall cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, except that if the Lessees desire to contest any such lien it may do so in good faith. If any such lien shall be reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and said stay thereafter expires, the Lessees shall forthwith pay and discharge said judgment. The Lessees agree to and shall, to the maximum extent permitted by law, indemnify and hold the Authority and the Trustee and their respective members, directors, agents, successors and assigns, harmless from and against, and defend each of them against, any claim, demand, loss, damage, liability or expense (including attorney's fees) as a result of any such lien or claim of lien against the Site or the Facilities or the Authority's interest therein.

SECTION 8.03. Quiet Enjoyment. The parties hereto mutually covenant that the Lessees, by keeping and performing the covenants and agreements herein contained and if not in default hereunder, shall at all times during the term of this Lease peaceably and quietly have, hold and enjoy the Site and the Facilities without suit, trouble or hindrance from the Authority.

SECTION 8.04. Authority Not Liable. The Authority and its members, directors, officers, agents, employees and assignees shall not be liable to the Lessees or to any other party whomsoever for any death, injury or damage that may result to any person or property by or from any cause whatsoever in, on or about the Site and the Facilities or the Project.

The Lessees, to the extent permitted by law, shall indemnify and hold the Authority and its members, directors, officers, agents, employees and assignees, harmless from, and defend each of them against, any and all claims, liens and judgments arising from (i) the construction or operation of the Site, the Facilities or the Project, including, without limitation, death of or injury to any person or damage to property whatsoever occurring in, on or about the Site, the Facilities or the Project regardless of responsibility for negligence, but excepting the active negligence of the person or entity seeking indemnity, and (ii) the issuance of the Bonds and any other action of the Authority taken pursuant to the Trust Agreement including, but not limited to, any liability of the Authority incurred pursuant to Section 8.03 of the Trust Agreement.

SECTION 8.05. Assignment and Subleasing. The Lessees acknowledge that:

(a) The Lessor's rights under this Lease, including the right to receive and enforce payment of the Lease Payments, have been assigned to the Trustee pursuant to the Trust Agreement.

(b) The Leased Property may not be subleased by the Lessees, and the Lessees covenant that they will not permit any sublease or assignment of their rights or duties hereunder, except as provided in subparagraph (a) above and subparagraph (c) below.

(c) The Leased Property may be subleased by the Lessees, with the prior written consent of the Lessor, provided that such sublease complies with each of the following conditions:

(1) This Lease, and the obligations of the Lessees hereunder, shall at all times during the term of this Lease be and remain the continuing obligations of the Lessees, notwithstanding any such sublease;

(2) The Lessees shall furnish a copy of each such sublease to the Lessor and the Trustee: and

(3) No sublease by the Lessees shall cause the Leased Property to be used for any purpose which would violate any provision of this Lease or the Trust Agreement or the Constitution or laws of the State of California.

Notwithstanding the foregoing, the Lessees may enter into that certain Management Agreement, dated the date of execution thereof, among the Lessees and the Authority and that certain Operating Agreement between the Authority and the Coliseum Inc., and Coliseum Inc. may enter into the License Agreements.

SECTION 8.06. Title to Project. During the term of this Lease, the Raiders shall hold title to the Project subject to the reversion right of the Authority pursuant to the License Agreement and any and all additions which comprise fixtures, repairs, replacements or modifications thereof, except for those fixtures, repairs, replacements or modifications which are added thereto by the Lessees and which may be removed without damaging the Project, and except for any items added to the Project by the Lessees pursuant to Section 4.04 hereof. This provision shall not operate to the benefit of any insurance company if there is a rental interruption covered by insurance pursuant to Section 5.03 hereof. During the term of this Lease, the Authority shall have a leasehold interest in the Site and Facilities pursuant to the Ground Lease.

Upon the termination or expiration of this Lease (other than as provided in Sections 6.01 and 7.01 of this Lease), title to the Project shall vest in the Lessees pursuant to the Ground Lease. Upon any such termination or expiration, the Authority shall execute such conveyances, deeds and other documents as may be necessary to effect such vesting of record.

SECTION 8.07. Tax Covenants. The Lessees and the Authority shall at all times do and perform all acts and things permitted by law which are necessary or desirable in order to assure that the interest on any Series of Bonds issued as tax-exempt Bonds will be excluded from gross income for federal income tax purposes under Section 103 of the Code and shall take no action that would result in such interest not being excluded from gross income for federal income tax purposes.

If at any time the Lessees are of the opinion that for purposes of this Section it is necessary to restrict or limit the yield on or change in any way the investment of any moneys held by the Trustee or the Lessees or the Authority under this Lease or the Trust Agreement, the Lessees shall so instruct the Trustee or the appropriate officials of the Lessees in writing, and the Trustee or the appropriate officials of the Lessees, as the case may be, shall take such actions as may be necessary in accordance with such instructions.

In furtherance of the covenants of the Lessees set forth above, the Lessees and the Authority will comply with the Tax Certificate and will cause the Trustee to comply with the Tax Certificate. The Trustee and the Authority may conclusively rely on any such written instructions, and the Lessees hereby agree to hold harmless the Trustee and the Authority for any loss, claim, damage, liability or expense incurred by the Authority or Trustee for any actions taken by the Authority or the Trustee in accordance with such instructions.

SECTION 8.08. Purpose of Lease. The Lessees covenant that during the term of this Lease, (a) they will use, or cause the use of, the Site and the Facilities for public purposes and for the purposes for which the Facilities are customarily used, (b) they will not vacate or abandon the Facilities or any part thereof, and (c) they will not make any use of the Site and the Facilities which would jeopardize in any way the insurance coverage required to be maintained pursuant to Article V hereof.

SECTION 8.09. Environmental Matters. (a) The Lessees will comply with Applicable Environmental Law and shall not use, store, generate, treat, transport or dispose of any Hazardous Substance on, or in a manner that would cause it to later flow, migrate, leak, leach or otherwise come to rest on or in the Project, the Facilities or the Site.

(b) The Lessees will transmit copies of all records concerning the contact with any local, State or federal agency concerning any violation of any Applicable Environmental Law involving the Project, the Facilities or the Site, and all notices, orders or statements received from any governmental entity concerning violations of Applicable Environmental Law with respect to the Project, the Facilities or the Site and any operations conducted thereon or any conditions existing thereon to the Trustee. The Lessees shall notify the Trustee and the **Bond Insurer** in writing immediately of any release, discharge, spill or deposit of any Hazardous Substance that has occurred or is occurring which in any way affects or threatens to affect the Facilities or the Site, or the people, structures, equipment or other property thereon.

(c) The Lessees shall permit the Authority, its agents or any experts designated by the Authority to have full access to the Project, the Facilities and the Site during reasonable business hours for purposes of such independent investigation of compliance with the Applicable Environmental Law.

SECTION 8.10. Net-Net-Net Lease. This Lease shall be deemed and construed to be a "net-net-net lease" and the Lessees hereby agree that the rentals and other payments provided for herein shall be an absolute net return to the Authority, free and clear of any expenses, charges or set-offs whatsoever.

SECTION 8.11. Taxes. The Lessees shall pay or cause to be paid all taxes and assessments of any type or nature charged to the Authority or affecting the Site and the Facilities or the respective interests or estates therein; provided, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessees shall be obligated to pay only such installments as are required to be paid during the term of this Lease as and when the same become due.

The Lessees shall also pay directly such amounts, if any, in each year as shall be required by the Authority for the payment of all license and registration fees and all taxes (including, without limitation, income, excise, license, franchise, capital stock, recording, sales, use, value-added, property, occupational, excess profits and stamp taxes), levies, imposts, duties, charges, withholdings, assessments and governmental charges of any nature whatsoever, together with any additions to tax, penalties, fines or interest thereon, including,

without limitation, penalties, fines or interest arising out of any delay or failure by the Lessees to pay any of the foregoing or failure to file or furnish to the Authority or the Trustee for filing in a timely manner any returns, hereinafter levied or imposed against the Authority or the Project, the rentals and other payments required hereunder or any parts thereof or interests of the Lessees or the Authority or the Trustee therein by any governmental authority.

The Lessees may, at the Lessees' expense and in their name, in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Authority, the **Bond Insurer** or the Trustee shall notify the Lessees that, in the opinion of independent counsel, by nonpayment of any such items, the interest of the Authority in the Site and the Facilities will be materially endangered or the Facilities and the Site, or any part thereof, will be subject to loss or forfeiture, in which event the Lessees shall promptly pay such taxes, assessments or charges or provide the Authority with full security against any loss which may result from nonpayment, in form satisfactory to the Authority and the Trustee.

ARTICLE IX
DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE FACILITIES

SECTION 9.01. Disclaimer of Warranties. THE AUTHORITY MAKES NO AGREEMENT, WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE FACILITIES, OR WARRANTY WITH RESPECT THERETO. THE LESSEES ACKNOWLEDGE THAT THE AUTHORITY IS NOT A MANUFACTURER OF THE FACILITIES OR A DEALER THEREIN, THAT THE LESSEES LEASE THE FACILITIES AS-IS, IT BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE LESSEES. In no event shall the Authority and Trustee be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or the Lessees' use of any item or products or services provided for in this Lease.

SECTION 9.02. Vendor's Warranties. The Authority hereby irrevocably appoints the Lessees their agent and attorney-in-fact during the term of this Lease, so long as the Lessees shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Facilities, which the Authority may have against the manufacturers, vendors and contractors of the Facilities. The Lessees' sole remedy for the breach of such warranty, indemnification or representation shall be against the manufacturer or vendor or contractor of the Facilities, and not against the Authority, nor shall such matter have any effect whatsoever on the rights and obligations of the Authority with respect to this Lease, including the right to receive full and timely payments hereunder. The Lessees expressly acknowledge that the Authority makes, and has made, no representation or

warranties whatsoever as to the existence or availability of such warranties of the manufacturer, vendor or contractor.

SECTION 9.03. Use of the Facilities. The Lessees will not install, use, operate or maintain the Facilities improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Lease. The Lessees shall provide all permits and licenses, if any, necessary for the installation and operation of the Facilities. In addition, the Lessees agree to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of the Facilities) with all laws of the jurisdictions in which their operations may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Facilities; provided, however, that the Lessees may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not adversely affect the estate of the Authority in and to the Facilities or its interest or rights under this Lease.

ARTICLE X
MISCELLANEOUS

SECTION 10.01. Law Governing. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State as the same from time to time exist.

SECTION 10.02. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests, agreements or promises or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered mail, return receipt requested, postage prepaid:

If to the Lessees: County of Alameda
5th Floor
1221 Oak Street
Oakland, CA 94612
Attn: County Administrator

City of Oakland
One City Hall
Third Floor
Oakland, CA 94612
Attn: City Manager

If to the Authority: Oakland - Alameda County
Coliseum Authority
City of Oakland
One City Hall
Third Floor
Oakland, CA 94612
Attn: City Manager

If to the Trustee:

or to such other addresses as the respective parties may from time to time designate by notice in writing. A copy of any such notice or other document herein referred to shall also be delivered to the Trustee.

SECTION 10.03. Validity and Severability. If for any reason this Lease shall be held by a court of competent jurisdiction to be void, voidable or unenforceable by the Authority or by the Lessees, or if for any reason it is held by such a court that any of the covenants and conditions of the Lessees hereunder, including the covenant to pay rentals hereunder, is unenforceable for the full term hereof, then and in such event this Lease is and shall be deemed to be a lease under which the rentals are to be paid by the Lessees annually in consideration of the right of the Lessees to possess, occupy and use the Site and the Facilities, and all of the rental and other terms, provisions and conditions of this Lease, except to the extent that such terms, provisions and conditions are contrary to or inconsistent with such holding, shall remain in full force and effect.

SECTION 10.04. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

SECTION 10.05. Amendment or Termination. The Authority and the Lessees may at any time agree to the amendment or termination of this Lease; provided, however, that the Authority and the Lessees agree and recognize that this Lease is entered into in accordance with the terms of the Trust Agreement, and accordingly, that any such amendment or

termination shall only be made or effected in accordance with and subject to the terms of the Trust Agreement.

SECTION 10.06. Execution. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Lease. It is also agreed that separate counterparts of this Lease may separately be executed by the Authority and the Lessees, all with the same force and effect as though the same counterpart had been executed by both the Authority and the Lessees.

IN WITNESS WHEREOF, the Authority and the Lessees have caused this Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY
as Lessor

[SEAL]

By_____
Chairman

Attest:

_____
Secretary

COUNTY OF ALAMEDA,
as Lessee

By_____
County Administrator

[SEAL]

Attest:

_____
Clerk of the Board of Supervisors

Approved as to form and legality:

By_____
County Counsel
County of Alameda

CITY OF OAKLAND
as Lessee

[SEAL]

By: _____
City Manager

Attest:

_____
City Clerk

Approved as to form and legality:

By_____
City Attorney

EXHIBIT A

Description of Site

All that certain property in the City of Oakland, County of Alameda, State of California described as follows:

[legal description of Oakland-Alameda County
Coliseum Complex to be inserted here]

Recording requested by
and return to:

COUNTY OF ALAMEDA
c/o Orrick, Herrington & Sutcliffe
Old Federal Reserve Bank Building
400 Sansome Street
San Francisco, California 94111

Attention: Mary A. Collins

GROUND AND FACILITY LEASE

between the

COUNTY OF ALAMEDA

and

CITY OF OAKLAND,
as Lessors

and

OAKLAND-ALAMEDA COUNTY COLISEUM FINANCING CORPORATION,
as Lessee

Dated as of August 1, 1995

RECORDATION EXEMPT

Page

GROUND AND FACILITY LEASE

THIS GROUND AND FACILITY LEASE, dated as of August 1, 1995 (the "Ground Lease"), is made and entered into by and between the COUNTY OF ALAMEDA, a public body corporate and politic organized under the laws of the State of California (the "County") and the CITY OF OAKLAND, a charter city and municipal corporation organized under the laws and constitution of the State of California (the "City") (the City and the County are collectively referred to herein as the "Lessors"), and OAKLAND-ALAMEDA COUNTY COLISEUM FINANCING CORPORATION, a non-profit public benefit corporation duly organized and existing under the laws of the State of California (the "Corporation" or "Lessee").

WITNESSETH

WHEREAS, Lessors are the joint owners of that certain land (the "Site") and improvements thereon (the "Facilities") located in the County of Alameda, State of California, more particularly described in Exhibit A attached hereto and made a part hereof, commonly referred to as the Oakland Coliseum (collectively, the "Leased Property"), and the Lessee is desirous of leasing the Site and the Facilities from the Lessors on the terms and conditions hereinafter set forth; and

WHEREAS, pursuant to an assignment agreement dated as of August 1, 1995 (the "Assignment Agreement"), between the Lessee (as assignor) and the Oakland-Alameda County Coliseum Authority (the "JPA") (as assignee), the Lessee will assign its right, title and interest in this Ground Lease to the JPA on the terms and subject to the conditions described therein; and

WHEREAS, pursuant to a sublease dated the date hereof (the "Master Lease"), the JPA will lease the Leased Property back to the Lessors; and

WHEREAS, as contemplated by the Master Agreement dated the date hereof among the Lessors, the Lessee, the JPA, the Oakland-Alameda County Coliseum, Inc. (the "Coliseum Inc.") and the Los Angeles Raiders (the "Raiders"), the Lessors will facilitate the financing of certain improvements to the Leased Property (the "Project").

NOW, THEREFORE, in consideration of the premises and the respective undertakings of the parties hereinafter set forth, it is hereby agreed as follows:

SECTION 1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Master Lease. As used herein, the following terms have the following meanings:

"Bonds" means the Bonds of the JPA issued to purchase the leasehold interest in the Site and the Facilities.

"Exceptions" shall be as defined in Section 2 below.

"Facilities" means the Leased Property (excluding the Site) as defined in the Master Lease.

"Lessee" means the Oakland-Alameda County Coliseum Financing Corporation, as Lessee hereunder or its successors or assigns.

"Master Lease" shall be as defined in the third recital above.

"Project" means the improvements to the Leased Property to be constructed as contemplated by the Master Agreement.

"Rent" means the "Initial Rent," the "Additional Rent" and the "Deferred Rent" as described in Section 4.

"Sublease" means any lease, sublease, license or concession agreement (other than this Ground Lease) involving the use or occupancy of the Site or the Facilities or any part thereof, including, without limitation, the Master Lease.

"Term" shall be as defined in Section 3.

"Trust Agreement" means the Trust Agreement, dated as of August 1, 1994, between the JPA and U.S. Trust Company of California.

SECTION 2. Lease. The Lessors hereby lease to the Lessee, and the Lessee hereby takes and hires from the Lessors, the Site and Facilities in consideration of the rents, covenants and agreements, and upon the terms and conditions, set forth herein, subject to any and all existing encumbrances, conditions, covenants, easements, restrictions, rights-of-way and all other existing matters of any nature affecting the Site or the Facilities (in each case whether or not of record), such matters as may be disclosed by an inspection or survey, and all zoning, land use, subdivision, and all other laws, rules, regulations and judicial or administrative orders now or hereafter applicable to the Site or the Facilities or any part thereof or any use or occupancy thereof (herein collectively with the Assignment Agreement, the Master Lease, the License Agreements, the Management Agreement and the Operating License contemplated by the Master Agreement called "Exceptions").

SECTION 3. Term. The term of this Ground Lease shall commence on the date of recordation of this Ground Lease or a Memorandum thereof in the office of the County Recorder of the County of Alameda, State of California, or on January 1, 1996, whichever is earlier, and shall end on August 1, 2035 unless such term is sooner terminated as hereinafter provided. If prior to August 1, 2035 the Bonds and all other amounts due under the Trust Agreement shall be fully paid, the term of this Lease shall end sixty (60) days after written notice by the Lessors to the Lessee.

SECTION 4. Rent. As rental for the Site, the Lessee shall pay the sums hereinafter set forth:

(A) Initial Rent. The Lessee shall pay to the Lessors as initial rent hereunder (the "Initial Rent"), (i) the amount of $_____, which amount shall be sufficient along with other amounts deposited therewith to defease and discharge the outstanding Oakland-Alameda County Coliseum, Inc. Bonds and the related sublease obligation of the City and the County and the Lessors hereby covenant and agree to apply such amounts for such purpose; and (ii) the amount of $_____, which amount shall be sufficient to pay all fees and expenses of the City and the County incurred in connection with the issuance of the Bonds.

(B) Additional Rent. The Lessee shall also pay or cause to be paid without notice, except as may otherwise be required in this Ground Lease, and without abatement, deduction or set-off, as additional rent ("Additional Rent"), any additional sums, impositions, costs, expenses and other payments which the Lessee assumes or agrees to pay in any of the provisions of this Ground Lease, and in the event of any nonpayment thereof, the Lessors shall have (in addition to all other rights and remedies) all the rights and remedies provided for or by law in the case of nonpayment of rent.

(C) Deferred Rent. The Lessors and Lessee agree that in the event the Lessors and the JPA, pursuant to a supplement to the Master Lease, agree to increased base rental payments for lease of the Facilities to the Lessors, and the Lessors and the JPA cause an additional series of Bonds to be issued, the debt service on which is payable from such increased base rental payments, the Lessee shall pay to the Lessors or such other entity or entities designated in the supplement to the Master Lease, as deferred rent hereunder, the proceeds received from the sale of such additional series of Bonds.

(D) Rent Payments. All payments of Initial Rent, Additional Rent and Deferred Rent shall be in lawful money of the United States of America and shall be paid to the Lessors at the Lessors' address for notices set in Section 36 or at such other place as the Lessors may designate by notice in writing from time to time and may be made by check or draft payable to the order of such payee, which check or draft must be paid in full when presented. Notwithstanding any dispute between the Lessee and the Lessors, the Lessee shall make or cause to be made each and all Rent payments when due and shall not withhold or permit to be withheld any Rent payments pending the final resolution of such dispute nor shall the Lessee assert nor permit to be asserted any rights to setoff or counterclaim against the obligation to make Rent payments as set forth herein. Notwithstanding anything to the contrary herein, the parties hereto acknowledge that the Additional Rent shall be payable solely from the revenues generated by the Facilities as contemplated by the Master Agreement and the Lessee shall not be in default hereunder should such revenues be insufficient to pay the Additional Rent.

(E) Net Lease. It is the purpose and intent of the Lessors and the Lessee that Rent payable hereunder shall be absolutely net to the Lessors so that this Ground Lease shall yield to the Lessors the Rent specified, free of any charges, assessments, or

impositions of any kind charged, assessed, or imposed on or against the Site or the Facilities, and without abatement, counterclaim, deduction, defense, deferment or set-off by the Lessee, except as herein specifically otherwise provided, and the Lessors shall not be expected or required to pay any such charge, assessment or imposition, or be under any obligation or liability hereunder except as herein expressly set forth, and that all costs, expenses and obligations of any kind relating to the maintenance and operation of the Site or the Facilities, including all alterations, repairs and replacements as hereinafter provided, which may arise or become due during the Term shall be paid by the Lessee. The Lessee covenants that it will remain obligated under this Ground Lease in accordance with its terms and will take no action to terminate, rescind or avoid this Ground Lease for any reason, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceeding affecting any action with respect to this Ground Lease which may be taken by any trustee or receiver of the Lessors in any such proceeding, or by any court in any such proceeding. The Lessee waives all rights which may at any time exist by law to quit, terminate or surrender this Ground Lease or all or any part of the Site or the Facilities, or to any abatement, diminution, or reduction of Rent or any other sums payable by the Lessee under this Ground Lease. The Lessee expressly waives the provisions and benefits of Sections 1932, 1933, 1941 and 1942 of the California Civil Code, and any similar statute or rule of law now or hereafter in effect which would relieve the Lessee from any obligations to pay Rent or other sums under this Ground Lease on account of any damage or destruction to the Site or the Facilities. Nothing in this Section 4(E) shall constitute a waiver by the Lessee of its right to bring an independent cause of action against the Lessors for any default or breach by the Lessors under this Ground Lease or under any other agreement to which the Lessors and the Lessee may be parties; provided, however, that no such cause of action shall under any circumstances entitle the Lessee to offset, abate, deduct from or defer the payment of Rent, or such other sums as are payable by it under this Ground Lease.

(F) Fair Rental. The Lessors hereby find and determine the foregoing rental is full and fair rental for the Site and the Facilities for the use as contemplated herein.

SECTION 5. Use of the Site or the Facilities.

(A) The Corporation shall have the right during the Term hereof to construct or cause the construction of the Project with respect to the Facilities and to assign the Ground Lease to the JPA in accordance with the provisions of the Assignment Agreement and shall use the proceeds of such assignment to finance the construction of the Project as contemplated by the Master Agreement.

(B) The Lessee shall well and truly keep, observe and perform, or cause to be kept, observed and performed, all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States or of the State of California, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the Lessee, to the end that such rights, privileges and

franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

SECTION 6. Utilities. All maintenance and repair of the Site and the Facilities shall be the responsibility of the Lessee, and the Lessee shall pay for, or otherwise arrange for payment for, any necessary utility services supplied to the Site and the Facilities, all costs of operation of the Site and the Facilities and all costs of repair and replacement of the Site and the Facilities resulting from ordinary wear and tear or want of care on the part of the Lessee. In exchange for the Rent payments herein provided, the Lessors agree to provide only the Site and the Facilities.

SECTION 7. Taxes. The Lessee will pay or cause to be paid all taxes, assessments and other governmental charges, if any, that may be levied, assessed or charged upon the Site or the Facilities or any part thereof, promptly as and when the same shall become due and payable; provided, however, that the Lessee shall not be required to pay any such tax, assessment, or charge if the validity thereof shall concurrently be contested in good faith by appropriate proceedings and if the Lessee shall set aside, or cause to be set aside, reserves deemed by it to be adequate with respect thereof, and provided further, that the Lessee, upon the commencement of any proceedings to foreclose the lien of any such tax, assessment, or charge, will forthwith pay, or cause to be paid, any such tax, assessment or charge, unless contested in good faith as aforesaid. The Lessee will not suffer the Site or the Facilities or any part thereof to be sold for any taxes, assessments or other charges whatsoever, or to be forfeited therefor. Nothing herein contained shall be deemed to impose any liability to pay taxes, assessments or charges where none is imposed by law.

SECTION 8. Insurance. At all times during the Term of this Ground Lease, the Lessee shall procure and maintain or cause to be procured and maintained insurance against the hazards and liabilities, and in the amounts, set forth in the Master Lease. Certificates of all policies evidencing such insurance shall be delivered to the Lessors, without demand. All policies of insurance provided for herein shall be in such form and include such deductibles, endorsements and waivers and be with such insurance companies as shall be set forth in the Master Lease. All such policies shall name the Lessors and the Lessee as insureds thereunder and shall provide that the same may not be cancelled or amended without at least thirty (30) days written notice being given by the insurer to all insureds thereunder.

SECTION 9. No Warranties by the Lessors; Owners in Fee.

(A) The Lessee acknowledges that the Lessee has full knowledge of all matters pertaining to the Site and the Facilities, including, but not limited to, the condition of title to the same and the physical condition of the same, and that the Lessee is leasing the Site and the Facilities "AS IS." Except as provided below, the Lessors make no warranty of any kind or nature, express, implied, or otherwise, or any representations or covenants of any kind or nature in connection with the condition of the Site or the Facilities or any part thereof, and the Lessors shall not be liable for any latent or patent defects therein or be obligated in any way whatsoever to correct or repair any such latent or patent defects.

(B) The Lessors covenant that they are the owners in fee of the real property, as described in Exhibit A hereto. The Lessors further covenant and agree that if for any reason this covenant proves to be incorrect, the Lessors will either institute eminent domain proceedings to condemn the property or institute a quiet title action to clarify the Lessor's fee title, and will diligently pursue such action to completion. The Lessors further covenant and agree that they will hold the Corporation, the JPA and the Bondowners harmless from any loss, cost or damages resulting from any breach by the Lessors of the covenants contained in this Section.

SECTION 10. Restoration and Maintenance.

(A) The Lessee shall operate, maintain and preserve, or cause to be operated, maintained and preserved, the Site and the Facilities in good repair and working order and will operate or cause to be operated the Site and the Facilities in an efficient and economical manner.

(B) The Lessors shall have no obligation to make any repairs, decorating, replacements, restorations, alterations, additions or improvements whatsoever unto or about the Site and the Facilities or any part thereof, or to restore the same or any part of the same in the event of its loss, destruction or damage, and the Lessee hereby waives any right it may have to make repairs at the expense of the Lessors which may be provided for by any applicable present or future law or judicial decision, including, without limitation, the provisions of California Civil Code Sections 1932, 1933, 1941 and 1942.

SECTION 11. Interference. The Lessee shall have no claim against the Lessors for any damage, nor shall the Lessee (except as otherwise expressly herein provided) be released from any of the terms, covenants or provisions of this Ground Lease should the Lessee's possession of the Site, the Facilities or any part thereof be disturbed or interfered with or affected in any manner by reason of the acts or omissions of any person, or by reason of the enactment or adoption of any law, ordinance or regulation or by reason of any other act of any governmental authority; provided, however, that the foregoing shall not limit the Lessors' liability for the Lessors' wrongful interference with the rights of the Lessee under this Ground Lease.

SECTION 12. Liens. The Lessee shall keep or cause to be kept the Site and the Facilities and all parts thereof free from judgments, from mechanics' and materialmen's liens and, except as to Exceptions, free from all liens, claims, demands and encumbrances of whatsoever nature or character, to the end that the Site and the Facilities may at all times be maintained and preserved, and the Lessee shall keep or cause to be kept the Site and Facilities free from any claim or liability which, in the judgment of the Lessors might impair or impede the operation of the Site and the Facilities; provided, however, that the Lessee shall not be required to pay any such liens, claims or demands if the validity thereof shall concurrently be contested in good faith by appropriate proceedings and if the Lessee shall set aside or cause to be set aside reserves deemed by it to be adequate with respect thereto; and provided, further, that the Lessors upon the commencement of any proceedings to foreclose the lien of any such charge or claim, will forthwith pay or cause to be paid any such charge

at their option (after first giving the Lessee ten (10) days' written notice to comply therewith and failure of the Lessee to so comply within said ten-day period) and may defend against any and all actions or proceedings in which the validity of this Ground Lease is or might be questioned, or may pay or compromise any claim or demand asserted in any such actions or proceedings; provided, however, that, in defending against such actions or proceedings or in paying or compromising such claims or demands, the Lessors shall in no event be deemed to have waived or released the Lessee from liability for or on account of its covenants and warranties contained herein, or from its liability hereunder to defend the validity of this Ground Lease to perform such covenants and warranties.

SECTION 13. Encumbrances or Sales. Except as to Exceptions, the Lessee will not create or suffer to be created any mortgage, pledge, lien, charge or encumbrance upon the Site or Facilities or any part thereof, or upon any real or personal property essential to the operation of the Site or the Facilities. Except as otherwise provided herein, the Lessee will not sell or otherwise dispose of the Site or the Facilities or any property essential to the proper operation of the Site or the Facilities.

SECTION 14. Compliance with Environmental Laws.

(A) Definitions used in this Section 14 and in Section 15.

"Asbestos Containing Materials" shall mean material in friable form containing more than one percent (1%) of the asbestiform varieties of (a) chrysotile (serpentine); (b) crocidolite (ricbeckite); (c) amosite (cummington-itegrinerite); (d) anthophyllite; (e) tremolite; and (f) antinolite.

"Asbestos Operations and Maintenance Plan" shall mean that written plan for the Facilities relating to monitoring and maintaining all Asbestos Containing Materials used or located on the Site.

"Environmental Regulations" shall mean all Laws and Regulations, now or hereafter in effect, with respect to Hazardous Materials, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, et seq.) (together with the regulations promulgated thereunder, "CERCLA"), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.) (together with the regulations promulgated thereunder, "RCRA"), the Emergency Planning and Community Right-to-Know Act, as amended (42 U.S.C. Section 11001, et seq.) (together with the regulations promulgated thereunder, "Title III"), the Clean Water Act, as amended (33 U.S.C. Section 1321, et seq.) (together with the regulations promulgated thereunder, "CWA"), the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.) (together with the regulations promulgated thereunder, "CAA") and the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601, et seq.) (together with the regulations promulgated thereunder, "TSCA"), and any state or local similar laws and regulations and any so-called local, state or federal "superfund" or "superlien" law.

"Hazardous Materials" shall have the meaning given in Section 14(B).

"Laws and Regulations" shall have the meaning given in Section 14(B).

(B) The Lessors have, after due inquiry, no knowledge and have not given or received any written notice indicating that the Site or the past or present use thereof or any practice, procedure or policy employed by it in the conduct of its business materially violates any applicable law, regulation, code, order, rule, judgment or consent agreement, including, without limitation, those relating to zoning, building, use and occupancy, fire safety, health, sanitation, air pollution, ecological matters, environmental protection, hazardous or toxic materials, substances or wastes, conservation, parking, architectural barriers to the handicapped, or restrictive covenants or other agreements affecting title to the Site (collectively, "Laws and Regulations"). Without limiting the generality of the foregoing, neither the Lessors nor to the best of their knowledge, after due inquiry, any prior or present owner, tenant or subtenant of the Site has, other than as set forth in subsections (B) and (C) of this Section or as may have been remediated in accordance with Laws and Regulations, (i) used, treated, stored, transported or disposed of any material amount of flammable explosives, polychlorinated biphenyl compounds, heavy metals, chlorinated solvents, cyanide, radon, petroleum products, asbestos or any Asbestos Containing Materials, methane, radioactive materials, pollutants, hazardous materials, hazardous wastes, hazardous, toxic, or regulated substances or related materials, as defined in CERCLA, RCRA, CWA, CAA, TSCA and Title III, and the regulations promulgated pursuant thereto, and in all other Environmental Regulations applicable to the Lessors, the Site or the business operations conducted by the Lessors thereon (collectively, "Hazardous Materials") on, from or beneath the Site, (ii) pumped, spilled, leaked, disposed of, emptied, discharged or released (hereinafter collectively referred to as "Release") any material amount of Hazardous Materials on, from or beneath the Site, or (iii) stored any material amount of petroleum products at the Site in underground storage tanks.

(C) Excluded from the representations and warranties in subsection (B) hereof with respect to Hazardous Materials are those Hazardous Materials in those amounts ordinarily found in the inventory of an office building, or used in the maintenance of an office building, the use, treatment, storage, transportation and disposal of which has been and shall be in compliance with all Laws and Regulations.

(D) No portion of the Site is located in an area of high potential incidence of radon which has an unventilated basement or subsurface portion which is occupied or used for any purpose other than the foundation or support of the improvements to the Site.

(E) The Lessors have not received any notice from any insurance company which has issued a policy with respect to the Site or from the applicable state or local government agency responsible for insurance standards (or any other body exercising similar functions) requiring the performance of any repairs, alterations or other work, which repairs, alterations or other work have not been completed at the Site. The Lessors have not received any notice of default or breach which has not been cured under any covenant, condition, restriction, right-of-way, reciprocal easement agreement or other easement affecting the Site which is to be performed or complied with by it.

SECTION 15. Environmental Compliance.

(A) Neither the Lessors nor the Lessee shall use or permit the Site or any part thereof to be used to generate, manufacture, refine, treat, store, handle, transport or dispose of, transfer, produce or process Hazardous Materials, except, and only to the extent, if necessary to maintain the improvements on the Site and then, only in compliance with all Environmental Regulations, and any state equivalent laws and regulations, nor shall it permit, as a result of any intentional or unintentional act or omission on its part or by any tenant, subtenant, licensee, guest, invitee, contractor, employee and agent, the storage, transportation, disposal or use of Hazardous Materials or the Release or threat of Release of Hazardous Materials on, from or beneath the Site or onto any other real property excluding, however, those Hazardous Materials in those amounts ordinarily found in the inventory of an office building, the use, storage, treatment, transportation and disposal of which shall be in compliance with all Environmental Regulations. Upon the occurrence of any Release or threat of Release of Hazardous Materials, the Lessors shall promptly commence and perform, or cause to be commenced and performed promptly, without cost to the Trustee, the Lessees or the JPA, all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials so Released, on, from or beneath the Site, in compliance with all Environmental Regulations. Notwithstanding anything to the contrary contained herein, underground storage tanks shall only be permitted subject to compliance with subsection (D) and only to the extent necessary to maintain the improvements on the Site.

(B) The Lessors and the Lessee shall comply with, and shall cause its tenants, subtenants, licensees, guests, invitees, contractors, employees and agents to comply with, all Environmental Regulations, and shall keep the Site free and clear of any liens imposed pursuant thereto (provided, however, that any such liens, if not discharged, may be bonded). The Lessors and the Lessee shall cause each tenant, and use its best efforts to cause all of such tenant's subtenants, agents, licensees, employees, contractors, guests and invitees and the guests and invitees of all of the foregoing to comply with all Environmental Regulations with respect to the Site; provided, however, that notwithstanding that a portion of this covenant is limited to the Lessors' and the Lessee's use of their best efforts, the Lessee and the Lessors shall remain solely responsible for ensuring such compliance and such limitation shall not diminish or affect in any way the Lessors' and the Lessee's obligations contained in subsection (C) hereof as provided in subsection (C) hereof. Upon receipt of any notice from any person or entity with regard to the Release of Hazardous Materials on, from or beneath the Site, the Lessors and the Lessee shall give prompt written notice thereof to the Trustee (and, in any event, prior to the expiration of any period in which to respond to such notice under any Environmental Regulation).

(C) Irrespective of whether any representation or warranty contained in Section 14 is not true or correct, the Lessors, shall, to the extent permitted by law, defend, indemnify and hold harmless the Lessee, the trustee under the Trust Agreement and the holders of any Bonds, its partners, depositors and each of its and their employees, agents, officers, directors, trustees, successors and assigns, from and against any claims, demands, penalties, fines, attorneys' fees (including, without limitation, reasonable attorneys'

fees incurred to enforce the indemnification contained in this Section 15), reasonable consultants' fees, investigation and laboratory fees, liabilities, settlements (five (5) Business Days' prior written notice of which the Trustee shall have delivered to the Lessors and the Lessee), court costs, damages, losses, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, occurring in whole or in part, arising out of, or in any way related to, (i) the presence, disposal, Release, threat of Release, removal, discharge, storage or transportation of any Hazardous Materials on, from or beneath the Site, (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials, (iii) any lawsuit brought or threatened, settlement reached (five (5) Business Days' prior notice of which the Trustee shall have delivered to the Lessors and the Lessee), or governmental order relating to Hazardous Materials on, from or beneath any of the Site, (iv) any violation of Environmental Regulations or subsection (A) or (B) hereof by it or any of its agents, tenants, employees, contractors, licensees, guests, subtenants or invitees, and (v) the imposition of any governmental lien for the recovery of environmental cleanup or removal costs. To the extent that the Lessee or the Lessors is strictly liable under any Environmental Regulation, its obligation to the Trustee and the Bondholders and the other indemnitees under the foregoing indemnification shall likewise be without regard to fault on its part with respect to the violation of any Environmental Regulation which results in liability to any indemnitee. Its obligations and liabilities under this Section 15(C) shall survive any termination of the Ground Lease or exercise of any remedies thereunder, and the satisfaction of all Bonds.

(D) The Lessors and the Lessee shall conform to and carry out a reasonable program of maintenance and inspection of all underground storage tanks, and shall maintain, repair, and replace such tanks only in accordance with Laws and Regulations, including but not limited to Environmental Regulations. The Lessors and the Lessee acknowledge the existence of two operating storage tanks on the Site and a tar spot, all of which the Lessors shall maintain or contain in accordance with all Environmental Regulations.

SECTION 16. Prosecution and Defense of Suits. The Lessee shall promptly, upon request of the Lessors, from time to time take or cause to be taken such action as may be necessary or proper to remedy or cure any defect in or cloud upon the title to the Site or the Facilities whether now existing or hereafter developing and shall prosecute all such suits, actions and other proceedings as may be appropriate for such purpose and shall indemnify or cause to be indemnified the Lessors and their assigns for all loss, cost, damage and expense, including reasonable attorneys' fees, which they or any of them may incur by reason of any such defect, cloud, suit, or action or proceedings.

SECTION 17. Recordation and Filing. The Lessee shall record and file, or cause to be recorded and filed, this Ground Lease or a Memorandum of Ground Lease and all such supplemental instruments and documents as may be required by law (together with whatever else may be necessary or be reasonably required by its assignee), in such manner, at such times and in such places as may be required by law in order fully to preserve and protect the rights of the Lessors and the Lessee hereunder.

SECTION 18. Waiver of Laws. The Lessee shall not at any time insist upon or plead in any manner whatsoever, or claim or suffer or take the benefit or advantage of, any stay or extension law now or at any time hereafter in force which may adversely affect the covenants and agreements contained herein and the benefit and advantage of any such law or laws is hereby expressly waived by the Lessee to the extent that it may legally make such waiver.

SECTION 19. Compliance with Conditions Precedent. Upon the date of delivery of this Ground Lease, all conditions, acts and things required by law or by this Ground Lease to have happened or to have been performed precedent to or in the execution hereof shall exist (including, without limitation, approval of this Ground Lease by the Board of Supervisors of the County and by the City Council of the City), have happened and have been performed, and this Ground Lease shall be within every limit prescribed by law.

SECTION 20. Right of Entry. The Lessors reserve the right for any of their duly authorized representatives to enter upon the Site and the Facilities at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

SECTION 21. Further Assurances. Whenever and so often as requested so to do by any party, the other party will, upon written request by such party following reasonable notice, execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and do or cause to be done all such other and further things, as may be necessary or reasonably required in order to further and more fully to vest in such party all rights, interests, powers, benefits, privileges and advantages conferred or intended to be conferred upon such party hereunder.

SECTION 22. Condemnation; Damage or Destruction. In the event of damage or destruction to the Site or the Facilities or any part thereof or in the event a proceeding in eminent domain or condemnation is instituted against the Site or the Facilities or any part thereof, the Master Lease shall either continue or terminate pursuant to the terms of the Master Lease. If the Master Lease does not terminate (the Lessee acknowledging that the Lessors, as sublessees of the Site and the Facilities, shall have the option, at their sole discretion, to exercise or not exercise any rights contained in the Master Lease), the provisions of the Master Lease with respect to repairs or restoration and the allocation of Net Proceeds (as such term is defined in the Master Agreement) of any insurance or condemnation award shall govern. Notwithstanding the foregoing, in the event that for any reason the Master Lease has been terminated and this Ground Lease is continuing, the Lessee shall not be entitled to the Net Proceeds of any insurance or condemnation award or any portion thereof and all of the same shall be the property of the Lessors and the Lessors shall apply the Net Proceeds as contemplated by the Master Agreement or the exhibits thereto.

SECTION 23. Assignment and Subletting by the Lessee. Other than as contemplated by the Assignment Agreement, the Master Agreement and the Master Lease, the Lessee shall not (i) assign or otherwise transfer this Ground Lease or any part thereof or interest therein, or permit the same to be assigned or otherwise transferred, or (ii) enter into

sublease(s) for the use and occupancy of the Facilities or leases for the use and occupancy of the Facilities or portions thereof, whether voluntarily or involuntarily, by operation of law or otherwise.

SECTION 24. Default.

(A) Events of Default. The following shall be "Events of Default" hereunder and the term "Event of Default" shall mean, whenever it is used herein, any one or more of the following events:

(1) Failure by the Lessee to pay any Rent required to be paid hereunder at the time specified herein and the continuation of said failure for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Lessors, unless the Lessors shall agree in writing to an extension of such period prior to its expiration; or

(2) Failure by the Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in clause (1) of this Section 24(A), for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Lessors, unless the Lessors shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Lessors will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected; or

(3) The Lessee shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the Lessee or for any substantial part of its property, or shall make any general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due or shall take corporate action in furtherance of any of the foregoing.

(B) Remedies on Default.

Upon the happening of any of the Events of Default specified above, the Lessors may exercise any and all remedies available pursuant to law or granted pursuant to this Ground Lease. In the event of an Event of Default, the Lessee shall, as herein expressly provided, continue to remain liable for the payment of Rent and damages for breach hereof and the performance of all covenants, conditions or agreements herein contained and, in any event, such Rent payments and damages shall be payable to the Lessors at the time and in the manner set forth in paragraphs (1) and (2) of this subsection.

(1) In the event that the Lessors do not elect to terminate this Ground Lease pursuant to paragraph (2) below, the Lessee agrees to and shall remain liable for the payment of Rent payments and the performance of all covenants, conditions or agreements herein contained and shall reimburse the Lessors for any deficiency arising out of the reletting of the Site and the Facilities, or, in the event that the Lessors or their assignee are unable to relet the Site and the Facilities, then for the full amount of the Rent payments to the end of the term of Ground Lease, but said Rent payments or deficiency shall be payable only at the same time and in the same manner as provided herein, notwithstanding any suit in unlawful detainer or otherwise brought by the Lessors for the purpose of obtaining possession of the Site and the Facilities or the exercise of any other remedy by the Lessors. The Lessee hereby irrevocably appoints the Lessors as the agent and attorney--in-fact of the Lessee to enter upon and relet the Site and the Facilities in the event of default by the Lessee. The Lessee hereby exempts and agrees to save harmless the Lessors from any costs, loss or damage whatsoever arising or occasioned by any such entry upon and reletting of the Site and the Facilities, except for any such costs, loss or damage arising from the gross negligence or willful misconduct of the Lessors. The Lessee hereby waives any and all claims for damages caused by the Lessors in taking possession of the Site and the Facilities, for all claims for damages that may result from destruction of or injury to the Site and the Facilities, and all claims for damages to or loss of any property belonging to the Lessee that may be in or upon the Site and the Facilities, except for damages or loss arising from the gross negligence or willful misconduct of the Lessors. The Lessee agrees that the terms of this Ground Lease constitute full and sufficient notice of the right of the Lessors to relet the Site and the Facilities without effecting any surrender of this Ground Lease, and further agrees that no acts of the Lessors or their assignee in effecting such reletting shall constitute a surrender or termination of this Ground Lease irrespective of the term for which such reletting is made or of the terms and conditions of such reletting or otherwise, but that, on the contrary, in the event of such default by the Lessee, the right to terminate this Ground Lease shall vest in the Lessors to be effected in the sole and exclusive manner hereinafter provided for in Section (2) below.

(2) Upon an Event of Default, the Lessors may, at their option, terminate this Ground Lease following ten (10) days' written notice thereof to the Lessee; provided, however, that in no event may this Ground Lease be terminated while the Master Lease shall remain in effect. In the event of termination of this Ground Lease by the Lessors on account of an Event of Default (and notwithstanding any reletting of the Site and the Facilities), the Lessee nevertheless agrees to pay to the Lessors all costs, loss or damages howsoever arising or occurring payable at the same time and in the same manner as in the case of payment of Rent payments hereunder. The Lessors may relet the Site and the Facilities. Moneys received from such reletting and any surplus received by the Lessors from such reletting shall be the absolute property of the Lessors and the Lessee shall have no right or claim thereto. Neither notice to pay Rent or to deliver up possession of the Site and the Facilities given pursuant to law nor any proceeding in unlawful detainer taken by the Lessors shall of itself operate to terminate this Ground Lease, and no termination of this Ground Lease on account of default by the Lessee shall be or become effective by operation of law, or otherwise, unless and until the Lessors shall have given written notice to the Lessee of the election on the part of the Lessors to terminate this Ground Lease.

(C) Suits at Law or in Equity and Mandamus. In addition to the remedies set forth above, in case one or more of the Events of Default shall happen, then and in every such case, the Lessors shall be entitled to proceed to protect and to enforce the rights vested in the Lessors by this Ground Lease by appropriate judicial proceeding as the Lessors shall deem most effectual to protect and enforce any such right, either by suit in equity or by action at law, whether for the specific performance of any covenant or agreement contained in this Ground Lease, or to enforce any other legal or equitable right vested in the Lessors by this Ground Lease or by law. The provisions of this Ground Lease and the duties of the Lessee and of the members, officers and employees thereof shall be enforceable by the Lessors by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction.

Without limiting the generality of the foregoing, the Lessors shall have the right:

(1) Accounting. By action or suit in equity to require the Lessee and its officers, agents and employees to account as the trustee of an express trust.

(2) Injunction. By action or suit in equity to enjoin any acts or things which may be unlawful or in violation of the rights of the Lessors.

(3) Mandamus. By mandamus or other suit, action or proceeding at law or in equity to enforce their rights against the Lessee and any of its officers, agents, and employees, and to compel it or them to perform and carry out its and their duties and obligations under the law and its and their covenants and agreements with the Lessors as provided herein.

(D) Non-Waiver. Nothing in this Section 24 or any other provision of this Ground Lease shall affect or impair the obligation of the Lessee to pay the Rent payments, as herein provided. No delay or omission of the Lessors to exercise any right or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such event of default or any acquiescence therein, and every power and remedy given by this Section 24 to the Lessors may be exercised from time to time and as often as shall be deemed expedient by the Lessors.

(E) Remedies not Exclusive. No remedy herein or by law conferred upon or reserved to the Lessors is intended to be exclusive of any other remedy, but each such remedy is cumulative and in addition to every other remedy, and every remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise may be exercised without exhausting and without regard to any other remedy conferred by any law.

(F) Status Quo Ante. In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and then discontinued or abandoned, then, and in every such case, the Lessors and the Lessee shall be restored to their and its former position and rights and remedies as if no such suit, action or proceedings had been brought or taken.

SECTION 25. Vesting of Project and Other Property and Interests; Removal of Personal Property.

(A) During the Term hereof, the Project shall be, as between the Lessors and the Lessee, the property of the Lessee, but the Lessee shall have no right to remove the same from the Site without the Lessors' prior written consent. However, upon the expiration or sooner termination of this Ground Lease (provided that no obligations remain outstanding under the Master Lease), the Lessee's right, title and interest in the Project shall automatically, without compensation to the Lessee, vest solely in the Lessors. In addition, upon and as of the expiration or sooner termination of this Ground Lease, all personal property selected by the Lessors within sixty (60) days after such termination of this Ground Lease and owned or held by the Lessee at such termination in connection with the Site or the Facilities or any part thereof shall automatically, without compensation to the Lessee, vest solely in the Lessors.

Nothing herein contained shall be deemed to require the Lessors to succeed to the Lessee's interest in any such personal property, nor to become obligated or liable thereunder in any respect or at all, except as selected by the Lessors. In no event will the Lessors be liable for any default of the Lessee under this Ground Lease or in connection with any such personal property which occurred prior to the later of the termination of this Ground Lease or the selection of the particular item of intangible property by the Lessors as aforesaid with respect to which such default relates. The Lessee shall upon the Lessors' demand deliver to the Lessors such assignments, deeds, instruments and documents as the Lessors shall request to confirm the Lessors' ownership of the Project and the other items acquired by the Lessors as aforesaid.

SECTION 26. Preservation and Inspection of Documents. All documents received by the Lessors or the Lessee under the provisions hereof shall be retained in the respective possession of the Lessors or the Lessee, as the case may be, and shall be subject at all reasonable times to inspection by the other party hereto and its assigns, agents and representatives, any of whom may make copies thereof.

SECTION 27. Parties in Interest. Nothing herein expressed or implied is intended to or shall be construed to confer upon or to give to any person or party other than the Lessors, the Lessee, the JPA and the Trustee (as defined in the Master Lease), as its assignee, any rights, remedies or claims under or by reason hereof or any covenants, condition or stipulation hereof; and all covenants, stipulations, promises and agreements herein contained by or on behalf of the Lessors or the Lessee shall be for the sole and exclusive benefit of the Lessors, the Lessee, the JPA and the Trustee, as its assignee.

SECTION 28. No Recourse Under Ground Lease; Waiver of Personal Liability.

(A) All covenants, stipulations, promises, agreements and obligations of the parties hereto contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the parties hereto, respectively, and not

of any member, officer, employee or agent of the parties hereto in an individual capacity, and no recourse shall be had for the payment of the Rent payments or for any claim based thereon or hereunder against any member, officer, employee or agent of the parties hereto.

(B) All liabilities under this Ground Lease on the part of the Lessee shall be solely liabilities of the Lessee, as a public corporation, and the Lessors hereby release each and every member, director, officer, agent or employee of the Lessee of and from any personal or individual liability under this Ground Lease. No member, director, officer, agent or employee of the Lessee shall at any time or under any circumstances be individually or personally liable under this Ground Lease to the Lessors or to any other party whomsoever for anything done or omitted to be done by the Lessee hereunder.

(C) The Lessee and its members, directors, officers, agents, employees and assignees shall not be liable to the Lessors or to any other party whomsoever for any death, injury or damage that may result to any person or property by or from any cause whatsoever in, on or about the Site or the Facilities. The Lessors, to the extent permitted by law, shall indemnify and hold the Lessee and its members, directors, officers, agents, employees and assignees, harmless from, and defend each of them against, any and all claims, liens and judgments arising from the construction or operation of the Site or the Facilities, including, without limitation, death of or injury to any person or damage to property whatsoever occurring in, on or about the Site or the Facilities regardless of responsibility for negligence, but excepting the active negligence of the person or entity seeking indemnity.

SECTION 29. Binding Effect. This Ground Lease shall inure to the benefit of and be binding upon the Lessors and the Lessee and their respective successors and assigns.

SECTION 30. Severability. If any one or more of the covenants, stipulations, promises, agreements or obligations provided herein on the part of the Lessors or the Lessee to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant, stipulation, promise, agreement or obligation shall be deemed and construed to be severable from the remaining covenants, stipulations, promises, agreements and obligations herein contained and shall in no way affect the validity of the other provisions hereof.

SECTION 31. Headings. Any headings preceding the text of several Articles and Sections hereof shall be solely for convenience of reference and shall not constitute a part hereof, nor shall they affect its meaning, construction or effect.

SECTION 32. Applicable Law. This Ground Lease shall be governed by and construed in accordance with the laws of the State of California.

SECTION 33. Form of Certificate of Officers. Every certificate with respect to compliance with a condition or covenant provided for herein and which is precedent to the taking of any action hereunder shall include:

(A) A statement that the person making or giving such certificate has read such covenant or condition and the definitions herein relating thereto;

(B) A brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate are based;

(C) A statement that, in the opinion of the signer, signer has made or caused to be made such examination or investigation as is necessary to enable the signer to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(D) A statement as to whether, in the opinion of the signer, such condition or covenant has been complied with.

A certificate may be based, insofar as it relates to legal matters, upon a certificate or opinion of or representations by counsel, unless the persons providing the certificate know that the certificate or representations with respect to the matters upon which the certificate may be based are erroneous, or in the exercise of reasonable care should have known that the same were erroneous.

SECTION 34. Miscellaneous.

(A) This Ground Lease contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.

(B) Time is of the essence with respect to all matters provided in this Ground Lease.

(C) Each obligation of the Lessee under this Ground Lease constitutes both a covenant and a condition to its rights under this Ground Lease.

(D) Neither this Ground Lease nor anything contained herein shall be deemed to make the Lessors in any way or for any purpose partners, joint venturers or associates in any relationship with the Lessee other than that of landlord and tenant, nor shall this Ground Lease or any provision thereof be construed to authorize either to act as agent for the other except as expressly provided in this Ground Lease.

(E) The consent or approval by the Lessors to or of any act by the Lessee requiring the Lessors' consent or approval shall not be deemed to waive or render unnecessary the Lessors' consent or approval to or of any subsequent similar acts by the Lessee.

(F) The locative adverbs "herein," "hereunder," "hereto," "hereby," "hereinafter," and like words wherever the same appear herein, mean and refer to this

Ground Lease in its entirety and not to any specific paragraph or subparagraph hereof unless otherwise expressly designated in context. Reference in this Ground Lease to the "obligations" of the Lessee, and words of like import, shall mean the covenants to pay Rent under this Ground Lease and all other covenants, agreements, terms, conditions, limitations, exceptions and reservations contained in this Ground Lease applicable to the Lessee. The term "Lessee's obligations hereunder" and words of like import shall mean all obligations to this Ground Lease which are to be performed, observed or kept by the Lessee. The terms "include" "including" and similar terms shall be construed as if followed by the phrase "without being limited to."

(G) No surrender to the Lessors of this Ground Lease or of the Site, or any part thereof or of any interest therein, shall be valid or effective unless provided for in this Ground Lease or otherwise agreed to and accepted in writing by the Lessors and no act by the Lessors or any representative or agent of the Lessors, other than such a written acceptance by the Lessors, shall constitute an acceptance of any such surrender.

(H) The covenants and agreements of this Ground Lease cannot be altered, changed, modified or added to, except in a writing signed by the Lessors and the Lessee.

(I) Any provisions in this Ground Lease which are in conflict with any statute, law or applicable rule shall be deemed omitted, modified or altered to conform thereto.

(J) Whenever and so often as requested so to do by any party, the other party will, upon written request by such party following reasonable notice, execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and do or cause to be done all such other and further things, as may be necessary or reasonably required in order to further and more fully to vest in such party all rights, interests, powers, benefits, privileges and advantages conferred or intended to be conferred upon such party hereunder.

SECTION 35. No Merger.

If both the Lessors' and the Lessee's estates in the Site or the Facilities or both become vested in the same owner while the Site or the Facilities or the estate of the Lessors or the Lessee therein shall be subject to one or more mortgages, deeds of trust or assignments, this Ground Lease shall nevertheless not be destroyed by the application of the doctrine of merger except at the election of the Lessee, the mortgagees or beneficiaries under all such mortgages, deeds of trust or assignments.

SECTION 36. Notices.

Any notice, demand or document which any party is required or may desire to give to the other party shall be in writing, and may be personally delivered or given or made by United States registered or certified mail, return receipt requested, addressed as follows:

To the Lessee: Oakland-Alameda County Coliseum Financing Corporation

_____

_____

Attn: _____

To the Lessors: City of Oakland
City Manager's office
One City Hall Plaza, 3rd Floor
Oakland, California 94612
Attn: City Manager

County of Alameda
1221 Oak Street
Oakland, California 94612
Attn: County Administrator

subject to the right of either party to designate a different address for itself by notice similarly given. Any notice, demand or document so given by United States mail shall be deemed to have been given on the fifth day after the same is deposited in the United States mail as registered or certified matter, addressed as above provided, with postage thereon fully prepaid, except that any payments of Rent shall be deemed to have been made only when actually received by the Lessors. Any such notice, demand or document not given by registered or certified mail as aforesaid shall be deemed to be given, delivered or made only upon receipt of the same by the party or parties to whom the same is to be given, delivered or made.

SECTION 37. Offset Statements. Any party hereto shall deliver to any other party hereto, within fifteen (15) days after receipt of a written request therefor, an offset statement stating the date to which Rent has been paid, the amount of any prepaid Rent, and stating whether such party has any actual knowledge that this Ground Lease is not in full force and effect, whether such party or any other party is in default hereunder, and whether this Ground Lease has been modified or amended.

SECTION 38. Attorneys' Fees. In the event that either the Lessors or the Lessee fails to perform any of its obligations under this Ground Lease or in the event a dispute arises concerning the meaning or interpretation of any provision of this Ground Lease, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable counsel fees. The right of the Lessors or the Lessee, as the case may be, to all costs and expenses incurred by it in enforcing or establishing its rights hereunder pursuant to the provisions of this Section 38 shall include, without limitation, all costs and expenses incurred by the Lessors or the Lessee, as the case may be (including, without limitation, court costs and reasonable counsel fees) in the enforcement of all obligations of the Lessee or the Lessors, as the case may be, under this Ground Lease or otherwise with respect to the Site

and the Facilities, whether or not legal action was commenced, and including all such costs and expenses incurred in an action or participation in, or in connection with, a case or proceeding under the Bankruptcy Code, or any successor statute thereto.

SECTION 39. Execution.

This Ground Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Lease. It is also agreed that separate counterparts of this Ground Lease may separately be executed by the County, the City and the Lessee, all with the same force and effect as though the same counterpart had been executed by the County, the City and the Lessee.

IN WITNESS WHEREOF, the parties have executed this Ground Lease as of the day and year first above written.

COUNTY OF ALAMEDA

By _____
County Administrator

Approved as to Form:

Alameda County
County Counsel

By _____

CITY OF OAKLAND

By _____
City Manager

Approved as to Form:

City of Oakland
City Attorney

By _____

OAKLAND-ALAMEDA COUNTY COLISEUM
FINANCING CORPORATION

By _____
President

Attest:

_____
Secretary

REVENUE TRUST AND SECURITY AGREEMENT

This REVENUE TRUST AND SECURITY AGREEMENT (the "Revenue Trust Agreement") is made and entered into as of _____, 1995, by and among the TREASURER OF THE COUNTY OF ALAMEDA, as trustee (the "Revenue Trustee"), the OAKLAND-ALAMEDA COUNTY COLISEUM, INC., a California nonprofit public benefit corporation (the "Coliseum"), the OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY, a joint powers authority formed by City and County ("JPA"), the LOS ANGELES RAIDERS, a California limited partnership ("Raiders"), and OAKLAND FOOTBALL MARKETING ASSOCIATION, a California nonprofit corporation (the "Marketing Association").

RECITALS

A. The parties hereto together with the City of Oakland, County of Alameda and Oakland-Alameda County Coliseum Financing Corporation have entered into that certain Master Agreement dated as of the date set forth above, which, together with this Revenue Trust Agreement and the Operating License, Loan Agreement, Marketing Agreement, OACC Stadium Agreement, and certain other Agreements, set forth the terms and conditions upon which Raiders agrees to play Football Events at the OACC Stadium and how the operations, revenues and other matters relating thereto will be administered.

B. The parties desire to enter into this Revenue Trust Agreement to establish a depositary for certain revenues generated from or associated with Football Events at the OACC Stadium, and to provide for the allocation and distribution of such revenues among the parties hereto in accordance with the provisions of Article 6 of the Master Agreement. The parties desire that the provisions of this Revenue Trust Agreement be administered and interpreted to implement and supplement the provisions of Article 6 of the Master Agreement, and not to cause any change therein that would adversely affect any party's right to share in Football Related Revenues under the applicable provisions of the Master Agreement.

C. The parties desire to appoint Revenue Trustee (i) as depositary of the Football Related Revenues which, under the applicable provisions of the Master Agreement are to be paid over to or collected by Revenue Trustee, and (ii) as their agent for the purpose of making distributions of such funds in accordance with the applicable provisions of the Master Agreement and this

Revenue Trust Agreement, and Revenue Trustee has agreed to provide such services, all on the terms and conditions contained herein.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

I DEFINITIONS

1.1 Definition of Terms. Unless the context or terms of this Revenue Trust Agreement clearly indicate otherwise, the definitions contained in Exhibit A to the Master Agreement, as amended from time to time, shall govern the interpretation of this Revenue Trust Agreement, which definitions are attached hereto as Exhibit A and are hereby incorporated by reference.

1.2 Business Day. "Business Day" means any day other than a Saturday, Sunday or a day on which public entities in the State of California are authorized or obligated by law or executive order to be closed.

1.3 Certificate, Request and Requisition. "Certificate," "Request" and "Requisition" of Coliseum, JPA or Raiders mean, respectively, a written certificate, request or requisition (as applicable) signed (1) in the name of Coliseum by its Chairman or President or any other person authorized by the Chairman or President or its Board of Directors to execute such instruments; (2) in the name of JPA by a Commissioner designated to execute such instruments; and (3) in the name of Raiders by its general partner or any person authorized by its general partner to execute such instruments.

II ESTABLISHMENT AND ADMINISTRATION OF FUNDS AND ACCOUNTS

2.1 Football Revenue Trust Fund. There is hereby established with the Revenue Trustee a special trust fund to be designated the "Football Revenue Trust Fund." The Revenue Trustee shall keep the Football Revenue Trust Fund separate and apart (i) from any other deposit or investment accounts, and (ii) separate and apart on its books and records from all other funds and moneys held by it. Within the Football Revenue Trust Fund, there are hereby established sinking funds to be known as the JPA Sinking Fund, Raiders Disbursement Fund, and Public Benefit Fund, as described in Section 6.2(b) of the Master Agreement and the applicable provisions hereof.

2.2 Deposit of Revenues. This Revenue Trust Agreement provides for the deposit with Revenue Trustee by JPA, Coliseum

and the Marketing Association, to the extent of their control or responsibility for the same, of all Seat Revenues, Football Ticket Revenues, and Football Ticket Surcharges, and the deposit with Revenue Trustee by Coliseum of all Football Parking Net Revenues, Football Concession Net Revenues, and Football Concessionaire Initial Fees. Each party depositing funds with Revenue Trustee shall deliver to Revenue Trustee a Certificate as more fully described below in this Revenue Trust Agreement which identifies and allocates all funds included with each such deposit in accordance with the definitions, sharing percentages and other provisions applicable thereto under the Master Agreement and this Revenue Trust Agreement. Within _____ (____) Business Days following receipt of any such revenues, Revenue Trustee shall (a) notify East Bay Entities and Raiders in writing of the receipt of any such revenues, the total amount thereof and the date such revenues were received, (b) provide copies of any subscription forms received by Revenue Trustee from purchasers of Seat Rights in connection with such revenues to JPA, Raiders and any other party to the Master Agreement requesting copies thereof, and (c) provide JPA and Raiders with copies of any Certificates, Requisitions or other instructions or notices received by Revenue Trustee from any other party hereto in connection with such revenues, or the allocation or disbursement thereof.

2.3 Identification of Deposits. If any portion of any deposit of revenues with Revenue Trustee or any portion of the moneys payable to any party by Revenue Trustee hereunder are not identified to Revenue Trustee's reasonable satisfaction by the party required to provide a Certificate identifying such revenue pursuant to the applicable provisions below, such party shall, promptly upon demand by Revenue Trustee, specify the unidentifiable amounts in its Certificate and the manner in which such amounts shall be allocated pursuant to the provisions of Section 6.2 of the Master Agreement and applicable provisions of this Revenue Trust Agreement; provided, however, that in the event such amounts or any portion thereof cannot then be identified by such party for any reason (e.g., purchasers of Seat Rights have not received or properly completed applicable license forms or other documentation), such party shall use reasonable efforts to cure any such inability to identify or segregate funds, and when such funds later become identifiable, such party shall submit a revised Certificate to Revenue Trustee specifying how such amounts or any portion thereof should be reallocated by Revenue Trustee and Revenue Trustee shall reallocate same in accordance with such Certificate.

2.4 Duty of Segregation of Accounts. All moneys received by Revenue Trustee shall be held in the general Football Revenue

Trust Fund or in any account or subaccount thereof that Revenue Trustee may establish for purposes of administration of the Football Revenue Trust Fund, until such time as Revenue Trustee receives a Certificate of JPA, the Marketing Association or of Coliseum (as applicable) as hereinafter provided identifying the account within the Football Revenue Trust Fund to which such moneys or any portion thereof are to be allocated. In any event, so long as such moneys have been duly identified under applicable Certificates, Revenue Trustee shall keep the JPA Sinking Fund (and Subaccounts A and B thereof as described in Section 6.2(b)(i) of the Master Agreement and applicable provisions below), Raiders Disbursement Fund and the Public Benefit Fund (together with such subaccounts of the foregoing as Revenue Trustee and the party entitled to distributions therefrom may from time to time agree upon) separate and apart on its books and records from all other funds and accounts held by it, and shall administer all of these funds and accounts in accordance with the provisions hereof.

2.5 Identification of Revenues. Each party hereto which from time to time deposits Seat Revenues to Revenue Trustee hereunder shall submit with each such deposit a Certificate in the form attached hereto as Exhibit B (which shall be amended from time to time by approval of each party hereto, which approval shall not be unreasonably withheld or delayed, to account for changes in categories, pricing or other features of Seat Rights pursuant to the Marketing Strategy in effect from time to time), which form identifies in reasonable detail the categories of Seat Rights and revenues collected therefrom, instructs Revenue Trustee as to amounts from each deposit to be allocated to the accounts within the Football Revenue Trust Fund, and reconciles the total deposit to the total funds allocated therein. Coliseum shall submit to Revenue Trustee with each deposit of Football Parking Net Revenues, Football Concession Net Revenues, and Football Concessionaire Initial Fees a Certificate in the form attached hereto as Exhibit C, which form identifies in reasonable detail the date of each Football Event at the OACC Stadium, amounts respectively collected by Coliseum from parking and concession operations on such date, and a season to date and deposit total reconciliation therefor (as such form may be amended from time to time by approval of Coliseum and Raiders, which approval shall not be unreasonably withheld or delayed). The Marketing Association shall submit to Revenue trustee with each deposit of Football Ticket Revenue and Football Ticket Surcharges a Certificate in the form attached hereto as Exhibit D, which form identifies the total of such ticket revenues by category of seat, reconciles such revenues with the deposit total, and calculates the Average Admission Price therefrom for each Football Event.

2.6 Ownership of Revenues. Except for revenues and funds allocable to and/or paid into Raiders Disbursement Fund and interest actually earned thereon, all funds and interest earned thereon paid into and held in the Football Revenue Trust Fund shall be the property of JPA and constitutes revenue JPA is entitled to receive pursuant to the Agreements.

2.7 Expenses of JPA and Coliseum. JPA and Coliseum shall be entitled from time to time to submit Expense Requisitions to Revenue Trustee in the form of Certificates attached hereto as Exhibit E stating, respectively, (A) that JPA has incurred or paid Marketing Expenses or its own administrative salaries and overhead expenses in a specified amount and requests payment therefor, or (B) that Coliseum has incurred or paid Football Event Expenses in a specified amount and requests payment therefor, and stating the other details outlined in Exhibit E. Such expenses shall be payable solely from the JPA Sinking Fund in the manner and subject to the priorities stated in Section 6.2(b)(i) of the Master Agreement and applicable provisions below. Without limiting the foregoing, the parties acknowledge that the portion of the Operations Loan to Raiders aggregating up to $22 million shall be advanced by Revenue Trustee to JPA, for purposes of funding Financing's loan thereof to Raiders, from the First Marketing Proceeds otherwise allocable to the JPA Sinking Fund before any expenses are paid from those Seat Revenues pursuant to Expense Requisitions or otherwise.

2.8 Cancelled Events. The parties obligations hereunder in respect of Cancelled Events shall be governed by Section 6.4 of the Master Agreement.

2.9 First Marketing Proceeds. All Football Related Revenues described in Section 2.2 hereof and Section 6.2(a) of the Master Agreement received by Revenue Trustee which are First Marketing Proceeds (whenever received or collected, and before or after the date hereof and/or commencement of the term of the Operating License) shall be allocated and disbursed as follows:

(a) JPA Sinking Fund. All Suite Deposits, all Club Seat Initial Fees, one half of Club Seat Annual Fees collected after the 1995 Football Season, all Club Loge Initial Fees, all Club Loge Annual Fees, all PSL Initial Fees, all PSL Annual Fees, all Residual Seat Fees, one half of football Parking Net Revenues, one half of Football Concession Net Revenues, and all Football Concessionaire Initial Fees shall, on an as paid and received basis, be segregated and held by Revenue Trustee in a separate account designated as the "JPA Sinking Fund" for the sole benefit of the JPA. Revenue Trustee shall distribute and

pay out all funds deposited in the JPA Sinking Fund under this Section 2.9 in the following manner and order of priority: (A) within five (5) Business Days after receipt of funds to be held in the JPA Sinking Fund by Revenue Trustee or after Revenue Trustee shall be reasonably able to identify the designation of the funds (whichever is later, referred to hereafter as "Receipt by Trustee"), Revenue Trustee shall pay to or as directed by Financing one half of the first funds received and designated as Suite Deposits, Club Seat Initial Fees, Club Loge Initial Fees, and PSL Initial Fees until such payments cumulatively total twenty-two million dollars ($22,000,000), which Financing shall in turn loan to Raiders in accordance with the applicable provisions of the Loan Agreement; (B) Revenue Trustee shall next pay to the JPA or the Coliseum, as the case may be and within five (5) Business Days after Revenue Trustee receives each Expense Requisition, all sums stated in Expense Requisitions delivered by the JPA and/or Coliseum, first from (and to the extent of) funds designated as one half of Football Parking Net Revenues and/or one half of Football Concession Net Revenues, and then from (and to the extent of) any other funds held or deposited in the JPA Sinking Fund (and all outstanding Expense Requisitions when and as submitted by Coliseum shall be paid in full prior to payment of Expense Requisitions of the JPA); and (C) lastly, Revenue Trustee shall hold and invest or disburse any remaining funds in the JPA Sinking Fund as directed from time to time by the JPA in Certificates of the JPA delivered to Revenue Trustee, and shall make any disbursement so requested by the JPA within five (5) Business Days after Revenue Trustee receives a Certificate requesting the same from the JPA (to the extent of funds held in the JPA Sinking Fund). Notwithstanding any other provisions of the Agreements, Seat Revenues collected with respect to the First Marketing Proceeds up to the amounts of the loans described in Section 3.2 of the Master Agreement, not including the Raiders Disbursement Fund and Public Benefit Fund, shall be segregated and accounted for separately by Revenue Trustee as subaccounts of the JPA Sinking Fund such that Subaccount A shall be created with respect to and funded up to the principal amount of the loan advances described in Section 3.2(a) of this Master Agreement, and Subaccount B shall be created with respect to and funded up to the principal amount of the loan advances described in Section 3.2(b) of the Master Agreement. Third party obligations, if any, created by the collection, disbursement or other disposition of such Seat Revenues allocated to Subaccount A and Subaccount B shall be borne by Raiders as the recipient of such revenues pursuant to the loan obligations described in Section 3.2 of this Master Agreement. Revenue Trustee shall provide the JPA with all Certificates delivered by the Marketing Association identifying funds delivered to Revenue Trustee; the JPA from time to time

shall provide Certificates to Revenue Trustee allocating funds in the JPA Sinking Fund to Subaccount A and Subaccount B as may be determined in the discretion of the JPA; and Subaccount A and Subaccount B shall otherwise be administered and disbursed in accordance with other provisions hereof.

(b) Raiders Disbursement Fund. All Suite Annual Fees, all Club Seat Annual Fees for the 1995 Football Season and one half of Club Seat Annual Fees thereafter through and including the 2005 Football Season, all Football Ticket Revenues, one half of Football Parking Net Revenue, and one half of Football Concession Net Revenue shall, on an as paid and received basis, be segregated and held by Revenue Trustee in a separate account designated as the "Raiders Disbursement Fund" for the sole benefit of Raiders. Within five (5) Business Days after Receipt by Trustee, Revenue Trustee shall distribute and pay out all funds deposited in the Raiders Disbursement Fund to Raiders, except that all Football Ticket Revenues in such fund shall be paid to Raiders within two (2) Business Days after Receipt by Trustee. Except for security interests expressly granted by Raiders pursuant to the Loan Agreement and the Revenue Trust Agreement, neither Revenue Trustee nor any other party to this Agreement shall have any security interest or other lien upon, or any right of setoff against, any funds held in or properly payable to the Raiders Disbursement Fund with respect to revenues from the First Marketing Proceeds, Second Marketing Proceeds, or thereafter.

(c) Public Benefit Fund. The Football Ticket Surcharge shall be segregated and held by Revenue Trustee in a separate account designated as the "Public Benefit Fund," and invested from time to time as may be directed by the JPA in a Certificate from the JPA to Revenue Trustee. After the period during which any Football Ticket Surcharge would in any way be subject to refund under the provisions of Section 6.4 of the Master Agreement or otherwise, and within five (5) Business Days after Revenue Trustee receives a Certificate from the JPA requesting the same from time to time, Revenue Trustee shall disburse any or all of the funds deposited in the Public Benefit Fund to any of the following: (i) the Oakland Unified School District, (ii) the County for the purpose of funding the County Human Services Department, or (iii) such other entity or organization as JPA shall designate from time to time so long as such entity is devoted to educational or social-welfare purposes and is a public or municipal entity or, if such entity is a private organization, such entity qualifies for exempt status under Section 501(c)(3) of the Code. Neither Revenue Trustee nor any other party to this Agreement shall have any security interest or other lien upon, or any right of setoff against, any

funds held in or properly payable to the Public Benefit Fund. Notwithstanding any provision to the contrary in the Agreements, City, County and JPA shall be solely responsible pursuant to the Master Agreement for payment of sums, if any, required to be paid to visiting teams under the NFL rules from the amounts allocable to the Public Benefit Fund, and upon instruction by the JPA, Revenue Trustee shall establish such reserves within the Public Benefit Fund or pay to the JPA any amounts designated in a Certificate to Revenue Trustee as amounts owed under the visiting team sharing rules of the NFL.

2.10 Second Marketing Proceeds. All Football Related Revenues described in Section 2.2 above and Section 6.2(a) of the Master Agreement received by Revenue Trustee which are Second Marketing Proceeds (whenever received or collected, and including all Seat Revenues collected as deposits and fees for use of Seat Rights during the 2006 Football Season and/or thereafter) shall be allocated and disbursed as follows:

(a) Revenues Subject to Priority Payments. All Suite Deposits, Club Seat Initial Fees, one half of Club Seat Annual Fees, Club Loge Initial Fees, and PSL Initial Fees shall, on an as paid and received basis, be segregated and held by Revenue Trustee in the JPA Sinking Fund and, within five (5) Business Days after Receipt by Trustee, shall be (A) first, paid to Bond Trustee until such date that all Football Financing Obligations have been deemed discharged pursuant to the provisions of the Trust Agreement (the "FFO Repayment Date"), (B) second, to JPA until all liabilities to purchasers or other users of Suites and any other Seat Rights for which a deposit refundable to the user has been collected (collectively, the "Deposit Liabilities") have been discharged (the "Deposit Discharge Date"), and (C) third, to the JPA or agents designated by the JPA in a Certificate delivered to Revenue Trustee, to be held as a fund designated as the "Stadium Modernization Fund" until the date that payments under this clause (C) cumulatively total fifteen million dollars ($15,000,000) (the "Modernization Funding Date"). After the last to occur of the FFO Repayment Date, Deposit Discharge Date, and Modernization Funding Date, (x) one half of any Suite Deposits, one half of any Club Seat Initial Fees, one half of any Club Loge Initial Fees, and one half of any PSL Annual Fees not required as payments under clauses (A), (B) or (C) above shall, to the extent received by Revenue Trustee, be segregated and held by Revenue Trustee in the JPA Sinking Fund, and within five (5) Business Days after Receipt by Trustee, Revenue Trustee shall pay all of those funds to the JPA; and (y) one half of any Suite Deposits, one half of any Club Seat Initial Fees, all Club Seat Annual Fees, one half of any Club Loge Initial Fees, and one half of any PSL Annual Fees not required as

payments under clauses (A), (B) or (C) above, shall, to the extent received by Revenue Trustee, be segregated and held by Revenue Trustee in the Raiders' Disbursement Fund, and within five (5) Business Days after Receipt by Trustee, Revenue Trustee shall pay all of those funds to Raiders.

(b) Revenues Subject to Subpriority Payments. After the FFO Repayment Date, all Club Seat Annual Fees shall, to the extent received by Revenue Trustee, be segregated and held by Revenue Trustee in the Raiders Disbursement Fund, and within five (5) days after Receipt by Revenue Trustee, all of those funds shall be paid to Raiders. To the extent that the Deposit Discharge Date and/or Modernization Funding Date has not occurred because the funds received by Revenue Trustee under subparagraph 2.10(a) above are insufficient to pay in full the Deposit Liabilities and Modernization Fund as described above, Revenue Trustee shall segregate and hold in the JPA Sinking Fund one half of all Club Loge Annual Fees, all PSL Annual Fees, and all Residual Seat Fees, and, until the later to occur of the Deposit Discharge Date and Modernization Funding Date, shall first pay all such funds to JPA in respect of all remaining Deposit Liabilities, and then pay all such funds to the JPA until the Stadium Modernization Fund has received $15 million from Revenue Trustee, except that one half of the PSL Annual Fees shall at all times be payable and paid to the JPA. After the later to occur of the Deposit Discharge Date and Modernization Funding Date, (x) one half of the Club Loge Annual Fees, one half of the PSL Annual Fees, and all Residual Seat Fees shall, to the extent received by Revenue Trustee, be segregated and held by Revenue Trustee in the JPA Sinking Fund, and within five (5) Business Days after Receipt by Trustee, all of those funds shall be paid to the JPA; and (y) one half of the Club Loge Annual Fees, and one half of the PSL Annual Fees shall, to the extent received by Revenue Trustee, be segregated and held by Revenue Trustee in the Raiders Disbursement fund, and within five (5) Business Days after Receipt by Trustee, all of those funds shall be paid to Raiders.

(c) Revenues Not Subject to Priorities. All Suite Annual Fees, all Football Ticket Revenues, one half of Football Parking Net Revenues, one half of Football Concession Net Revenues and one half of all Club Seat Annual Fees at all times, and then after the later of the FFO Repayment Date, Deposit Discharge Date and Modernization Funding Date, all Club Seat Annual Fees shall, on an as paid and received basis, be segregated and held by Revenue Trustee in the Raiders Disbursement Fund, and within five (5) Business Days after Receipt by Trustee, all of those funds shall be paid to Raiders, except that all Football Tickets Revenues in such fund shall be paid to Raiders within two (2) Business Days after Receipt by

Trustee. Except for security interests expressly granted by Raiders pursuant to the Loan Agreement and Revenue Trust Agreement, neither Revenue Trustee nor any other party to this Agreement shall have any security interest or other lien upon, or any right of setoff against, any funds held in or properly payable to the Raiders Disbursement Fund with respect to revenues from the First Marketing Proceeds, Second Marketing Proceeds, or thereafter. One half of Football Parking Net Revenues, one half of Football Concession Net Revenues, and all Football Concessionaire Initial Fees shall, on an as paid and received basis, be segregated and held by Revenue Trustee in the JPA Sinking Fund, and with five (5) Business Days after Receipt by Trustee, all of those funds shall be paid to the JPA.

(d) Expenses. Notwithstanding any priority, subpriority or other distributions called for under subparagraphs (i) through (iii) above, Revenue Trustee shall, to the extent of funds in the JPA Sinking Fund and prior to any other payments, pay to the JPA or the Coliseum, as the case may be, all sums stated in Expense Requisitions delivered by the JPA and/or Coliseum, first from funds designated as Football Parking Net Revenues and/or Football Concession Net Revenues, and then from any other funds held in the JPA Sinking Fund (provided that no funds in or allocable to Raiders Disbursement Fund shall be used to pay any Expense Requisitions);

(e) Surcharge. The Football Ticket Surcharge shall be segregated, held and paid out by Revenue Trustee in the same manner set forth in Section 2.9(c).

(f) Other Certificates. Upon request of Revenue Trustee, Raiders, Coliseum, the Marketing Association, and/or the JPA, the JPA shall cause Bond Trustee to issue to the Person requesting the same Certificates stating from time to time the outstanding balance of the Football Financing Obligations, the Marketing Association shall issue to the Person requesting the same Certificates stating from time to time the outstanding amount of Deposit Liabilities, and the JPA shall issue to the Person requesting the same Certificates stating from time to time the amount of funds held in the Modernization Fund.

2.11 Subsequent Marketing Proceeds. All revenues paid to Revenue Trustee with respect to periods following the period(s) for which Second Marketing Proceeds are collected shall be segregated, held and paid out by Revenue Trustee in the same manner set forth in Section 2.10 without regard to any priorities otherwise stated with respect to the Football Financing Obligations, Deposit Liabilities, or Stadium Modernization Fund.

2.12 Application of Parking and Concession Revenue. The parties hereto acknowledge that the 50% of Football Concession Net Revenues and Football Parking Net Revenues allocated to the JPA under Sections 2.9 and 2.10 above shall constitute the portion of such revenues designated to be paid by Raiders to Financing as a portion of the loan payments under Section 3.1 of the Loan Agreement, and the JPA shall cause Financing to credit such revenues received hereunder toward the repayments under such Section 3.1.

III SECURITY AGREEMENT

3.1 Grant of Security Interests.

(a) Grant by JPA. Subject to the provisions of this Revenue Trust Agreement permitting the allocation thereof for the purposes and on the terms and conditions set forth herein, JPA hereby pledges and grants a first-priority security interest to Revenue Trustee, for the benefit of City, County and Bond Trustee, in all of JPA's right, title and interest in and to the Collateral (as hereinafter defined) to secure the payment and performance of the monetary obligations of Coliseum to any such party under any of the Agreements, whether now existing or hereafter arising, whether or not jointly owned with others, direct or indirect, absolute or contingent, liquidated or unliquidated, and whether or not from time to time decreased or extinguished and later increased, created or incurred.

(b) Collateral. As used herein, the term "Collateral" with respect to any party granting a security interest as provided above (each, a "Debtor") shall mean, respectively, (i) all accounts, accounts receivable, contract rights, chattel paper, instruments or other obligations owing to such Debtor from third parties not parties to the Agreements, arising out of or in connection with (A) the sale or licensing of Seat Rights for Football Events, (B) the sale of food and beverages at Football Events or (C) vehicle parking in the Parking Area at the OACC Stadium for Football Events, (ii) all sums now or hereafter received by such Debtor from third parties not parties to the Agreements arising out of or in connection with (A) the sale or licensing of Seat Rights for Football Events, (B) the sale of food and beverages for Football Events or (C) vehicle parking in the Parking Area for Football Events, (iii) such Debtor's interest in all amounts deposited or held by Revenue Trustee in the Football Revenue Trust Fund and any accounts and subaccounts thereof (but only until such time that such amounts have been allocated on the books of Revenue Trustee to appropriate subaccounts in accordance with the terms and conditions of the Revenue Trust Agreement), (iv) all sums that

such Debtor is now or hereafter entitled to receive pursuant to the terms of this Revenue Trust Agreement or any other Agreements (other than the Trust Agreement or any other documents relating to the Bonds) (but only until such time that such amounts have been allocated on the books of Revenue Trustee to appropriate subaccounts in accordance with the terms and conditions of the Revenue Trust Agreement), (v) all rights of such Debtor to receive any of the foregoing sums (whether directly or indirectly) (but only until such time that such amounts have been allocated on the books of Revenue Trustee to appropriate subaccounts in accordance with the terms and conditions of the Revenue Trust Agreement), and (vi) all interest, profits or other income earned or generated on and all proceeds of the foregoing, in each case whether now existing or hereafter arising and whether now owned or hereafter acquired; provided, however, that the term Collateral shall not include any revenue or other amounts held by Revenue Trustee which have been allocated for payment by Revenue Trustee to such Debtor or to any other person or entity entitled to receive distributions of such revenue or amounts, or which have been actually distributed by Revenue Trustee to such Debtor or any other person or entity entitled to receive such distributions, in each case pursuant to the terms of this Revenue Trust Agreement, nor to any amounts which have been allocated on the books of Revenue Trustee to appropriate subaccounts in accordance with the terms of this Revenue Trust Agreement. The lien of the security interests granted hereunder shall terminate automatically and be of no further force and effect without further action by any party with respect to any funds so allocated or distributed by Revenue Trustee hereunder, effective upon the allocation or distribution thereof.

3.2 Additional Representations and Warranties. In addition to all representations and warranties set forth in the Agreements, which are incorporated herein by this reference, each Debtor, respectively, hereby represents and warrants that: (a) such Debtor is the legal and beneficial owner of the Collateral (or, in the case of after-acquired Collateral, at the time such Debtor acquires rights in the Collateral, will be the owner thereof) and that no other person or entity except the parties to whom such Debtor has granted a security interest as provided above (each, a "Secured Party") has (or, in the case of after-acquired Collateral, at the time such Debtor acquires rights therein, will have) any right, title, claim or interest (by way of security interest or other lien or charge or otherwise) in, against or to the Collateral; and (b) all information heretofore, herein or hereafter supplied by or on behalf of such Debtor with respect to the Collateral is true and correct; (c) each account, account receivable, contract right, item of chattel paper, instrument or any other right to the

payment of money constituting Collateral is genuine and enforceable in accordance with its terms against the party obligated to pay the same (an "Account Debtor"), which terms have not been modified or waived in any respect or to any extent; (d) the amount represented by such Debtor to any Secured Party as owing by any Account Debtor is the correct amount actually and unconditionally owing by such Account Debtor, except for normal cash discounts where applicable; and (e) no Account Debtor has any defense, setoff, claim or counterclaim against such Debtor which can be asserted against any Secured Party, whether in any proceeding to enforce such Secured Party's rights in the Collateral, or otherwise.

3.3 Covenants. In addition to all covenants and agreements set forth in the Agreements, which are incorporated herein by this reference, each Debtor, respectively, hereby agrees (a) to do all acts that may be necessary to collect, maintain, preserve and protect the Collateral; (b) not to use or permit any Collateral to be used unlawfully or in violation of any provision of this Revenue Trust Agreement, the Agreements, or any applicable statute, regulation or ordinance covering the Collateral; (c) to pay promptly when due all taxes, assessments, charges, encumbrances and liens now or hereafter imposed upon or affecting any Collateral; (d) to notify Revenue Trustee and each Secured Party promptly of any change in such Debtor's name or place of business, or, if such Debtor has more than one place of business, its head office, or office in which such Debtor's records relating to the Collateral are kept; (e) to appear in and defend any action or proceeding which may affect its title to or any Secured Party's interest in the Collateral; (f) if any Secured Party gives value to enable such Debtor to acquire rights in or the use of any Collateral, to use such value for such purpose; (g) to keep separate, accurate and complete records of the Collateral and to provide each Secured Party with such records and such other reports and information relating to the Collateral as such Secured Party may request from time to time; (h) to keep the Collateral free of all levies and security interests or other liens or charges except those granted to any Secured Party herein or in any of the Agreements; (i) not to sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Collateral; (j) to keep the records concerning the Collateral and the originals of all chattel paper constituting Collateral, at the address for such Debtor set forth in Section 3.10 below and to give Revenue Trustee and each Secured Party thirty (30) days prior written notice of any change in such Debtor's chief place of business or trade name(s) or style(s); and (k) to hold and preserve such records and chattel paper and permit representatives of Revenue Trustee and any Secured Party at any

time during normal business hours upon reasonable notice to inspect and make abstracts from such records and chattel paper.

3.4 Authorized Action by Revenue Trustee. Each Debtor, respectively, hereby irrevocably appoints Revenue Trustee as its attorney-in-fact, in the name of such Debtor or otherwise, to do (but Revenue Trustee shall not be obligated to and shall incur no liability to such Debtor or any third party for failure to do so) any act which such Debtor is obligated by this Revenue Trust Agreement to do, and to exercise such rights and powers as such Debtor might exercise with respect to the Collateral, including, without limitation, the right to (a) collect by legal proceedings or otherwise and endorse, receive and receipt all dividends, interest, payments, chattel paper, instruments, proceeds and other sums and property now or hereafter payable on or on account of the Collateral; (b) enter into any extension, reorganization, deposit, merger, consolidation or other agreement pertaining to, or deposit, surrender, accept, hold or apply other property in exchange for the Collateral; (c) transfer the Collateral to its own or its nominee's name; and (d) make any compromise or settlement, and take any action it deems advisable, with respect to the Collateral; subject, however, to the rights of such Debtor under Section 3.5 hereof. Each Debtor agrees to reimburse Revenue Trustee upon demand for any costs and expenses, including, without limitation, attorneys' fees, Revenue Trustee may incur while acting as such Debtor's attorney-in-fact hereunder, all of which costs and expenses are included in the obligations of such Debtor secured hereby. It is further agreed and understood between the parties hereto that such care as Revenue Trustee gives to the safekeeping of its own property of like kind shall constitute reasonable care of the Collateral when in Revenue Trustee's possession; provided, however, that Revenue Trustee shall not be required to make any presentment, demand or protest, or give any notice and need not take any action to preserve any rights against any prior party or any other person in connection with the obligations secured hereby or with respect to the Collateral. Any moneys received by Revenue Trustee in exercising its rights as a secured creditor hereunder shall be deposited by Revenue Trustee in the Football Revenue Trust Fund and in the account thereof to which such moneys are attributable, and shall be disbursed by Revenue Trustee as provided in this Revenue Trust Agreement.

3.5 Notification of Account Debtors; Collection. Each Debtor, respectively, agrees that upon the occurrence and continuance of an Event of Default by such Debtor, and upon written notice to such Debtor, Revenue Trustee may at any time, but shall not be obligated to, notify any Account Debtor on any Collateral to make payment directly to Revenue Trustee and, upon

such notification and at the expense of such Debtor, to enforce collection of any Collateral, and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Debtor might have done. After receipt by such Debtor of such notice from Revenue Trustee, (i) all amounts and proceeds (including instruments) received by such Debtor in respect of the Collateral shall be received in trust for the benefit of the Revenue Trustee hereunder, shall be segregated from other funds of such Debtor and shall be forthwith paid over to the Revenue Trustee in the same form as so received (with any necessary endorsement) to be held as cash collateral, and (ii) such Debtor shall not adjust, settle or compromise the amount or payment of any Collateral, release wholly or partly any Account Debtor thereof, or allow any credit or discount thereon. Except as otherwise provided herein or in the Marketing Agreement, until such Debtor shall have received notice from Revenue Trustee of the occurrence of an Event of Default by such Debtor, such Debtor shall collect, enforce and receive delivery and payment of the Collateral.

3.6 Default and Remedies. Upon the occurrence of any Event of Default by any Debtor, Revenue Trustee may, at its option, and without notice to or demand on such Debtor and in addition to all rights and remedies available under this Revenue Trust Agreement or any other Agreements to Revenue Trustee or any Secured Party to whom such Debtor has herein granted a security interest, do any one or more of the following: (a) foreclose or otherwise enforce any Secured Party's security interest in any manner permitted by law, or provided for in this Revenue Trust Agreement; (b) recover from such Debtor all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred or paid by Revenue Trustee or any Secured Party in exercising any right, power or remedy provided by this Revenue Trust Agreement or by law; (c) require such Debtor to assemble the Collateral and make it available to Revenue Trustee at a place to be designated by Revenue Trustee; (d) enter onto property where any Collateral is located and take possession thereof with or without judicial process; and (e) exercise any and all other rights and remedies available to a secured party under the California Uniform Commercial Code. Any cash held by Revenue Trustee as Collateral and all cash proceeds received by Revenue Trustee in respect of any sale of, collection from, or other realization upon, all or any part of the Collateral may, in the discretion of Revenue Trustee, be held by Revenue Trustee as Collateral for, and/or then or at any time thereafter be applied (after payment of any amounts payable to Revenue Trustee pursuant to Section 5.5) in whole or in part by Revenue Trustee for the ratable benefit of each such Secured Party against, all or any part of the obligations of any Debtor secured hereby, in such

order and manner as Revenue Trustee may elect. Any surplus of such cash or cash proceeds held by Revenue Trustee and remaining after payment in full of all such obligations of such Debtor shall be paid over to such Debtor or to whomsoever may be lawfully entitled to receive such surplus.

3.7 Waiver of Hearing. Each Debtor, respectively, hereby expressly waives any constitutional or other right to a judicial hearing prior to the time Revenue Trustee takes possession or disposes of the Collateral upon an Event of Default as provided in Section 3.6 hereof.

3.8 Perfection; Further Assurances. Each Debtor, respectively, shall execute and cause to be filed Uniform Commercial Code financing statements in form and substance satisfactory to Revenue Trustee and each Secured Party to whom such Debtor has granted a security interest hereunder, shall execute and cause to be sent to Revenue Trustee a notice of the security interest granted hereunder, and shall execute and deliver from time to time such other documents (including, but not limited to, continuation statements) as may be necessary or reasonably requested by Revenue Trustee or any such Secured Party in order to perfect or maintain as perfected such security interest and the priority thereof or give public notice thereof, or to enable Revenue Trustee to exercise and enforce its rights hereunder with respect to the Collateral (East Bay Entities shall provide all such security instruments to Raiders in form ready for execution, and Raiders shall not be required to execute or cause to be filed any such statements unless and until Raiders receives the same from East Bay Entities).

3.9 Setoff. Each Debtor, respectively, agrees that Revenue Trustee, on behalf of any Secured Party may exercise its rights of setoff with respect to the obligations of such Debtor secured hereby in the same manner as if such obligations were unsecured.

3.10 Residence; Trade Name; Records

(a) Coliseum. Coliseum represents that its residence or chief place of business is located at the address set forth for Coliseum in Section 8.5, that the following constitute the only trade name(s) or style(s) used by Coliseum _____, and that Coliseum's records concerning the Collateral are kept at the address set forth for Coliseum in Section 8.5.

(b) JPA. JPA represents that its residence or chief place of business is located at the address set forth for JPA in

Section 8.5, that there are no trade name(s) or style(s) used by JPA, and that JPA's records concerning the Collateral are kept at the address set forth for JPA in Section 8.5.

(c) Raiders. Raiders represents that its residence or chief place of business is 332 Center Street, El Segundo, CA 90245, that the following constitute the only trade name(s) or style(s) used by Raiders: "Los Angeles Raiders," "Raiders," and "Oakland Raiders," and that Raiders' records concerning the Collateral are kept at the following locations(s) _____.

3.11 Debtor Remains Liable. Anything herein to the contrary notwithstanding, (a) each Debtor shall remain liable under the contracts and agreements included in the Collateral pledged by such Debtor to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Revenue Trust Agreement had not been executed, (b) the exercise by Revenue Trustee of any of the rights hereunder shall not release such Debtor from any of its duties or obligations under the contracts and agreements included in the Collateral, and (c) neither Revenue Trustee nor any Secured Party to whom such Debtor has granted a security interest shall have any obligation or liability under the contracts and agreements included in the Collateral by reason of this Revenue Trust Agreement, nor shall Revenue Trustee or any such Secured Party be obligated to perform any of the obligations or duties of such Debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

IV INVESTMENT OF MONEYS IN FUNDS AND ACCOUNTS

All moneys in any of the funds and accounts held by Revenue Trustee and established pursuant to this Revenue Trust Agreement shall be invested solely in _____ (as defined in the Trust Agreement) upon receipt of investment instructions from JPA. If and to the extent Revenue Trustee does not receive investment instructions from JPA with respect to the moneys in the funds and accounts held by Revenue Trustee pursuant to this Revenue Trust Agreement, such moneys shall be invested in _____, and Revenue Trustee shall thereupon immediately request investment instructions from JPA for such moneys.

Any investment of moneys in the funds and accounts shall mature or be available on demand not later than the date on which it is estimated that such moneys will be required by Revenue Trustee.

All interest, profits and other income received from the investment of moneys in any account or subaccount established hereunder shall first be used and withdrawn by Revenue Trustee, in amounts respectively proportionate to the balances in each such account or subaccount, to cover the amounts payable to Revenue Trustee pursuant to Section 5.5 hereof, and any amounts thereof in excess of the amounts so payable to Revenue Trustee shall be credited to the party or parties who received distributions from the account or subaccount on which such interest was accrued in proportion to the amounts distributed to such party or parties from such account or subaccount.

So long as the Football Revenue Trust Fund is maintained in all respects in investment accounts permitted under this Article IV which are identified as part of the Football Revenue Trust Fund hereunder and are separate from all other funds and investments of Revenue Trustee, City, County and any other person or entity, and notwithstanding anything to the contrary in this Revenue Trust Agreement, Revenue Trustee may, within the Football Revenue Trust Fund accounts, commingle any of the accounts or subaccounts established pursuant to this Revenue Trust Agreement into a separate fund or funds for investment purposes only, provided that all accounts or subaccounts held by Revenue Trustee hereunder shall be accounted for separately as required by this Revenue Trust Agreement. Revenue Trustee may act as principal or agent in the making or disposing of any investment and, with the prior written consent of JPA and Raiders, may impose its customary charge therefor and shall be compensated therefor as provided in Section 5.5. Revenue Trustee may sell at the best price obtainable, or present for redemption, any investment so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the account or subaccount to which such investment is credited, and Revenue Trustee shall not be liable or responsible for any loss resulting from such investment.

The records to be maintained by Revenue Trustee in accordance with Section 6.1 shall specify the account or subaccount to which each investment (or portion thereof) held by Revenue Trustee is to be allocated and shall set forth, in the case of each investment, (a) its purchase price, (b) identifying information, including par amount, coupon rate and payment dates, (c) the amount received at maturity or its sale price, as the case may be, including accrued interest, (d) the amounts and dates of any payments made with respect thereto and (e) the dates of acquisition and disposition or maturity.

V THE TRUSTEE

5.1 Appointment; Duties, Immunities and Liabilities of Revenue Trustee.

(a) Appointment. In consideration of the recitals hereinabove set forth and for other valuable consideration, the parties hereto hereby appoint Revenue Trustee to receive, hold, invest and disburse the moneys to be deposited with Revenue Trustee pursuant to this Revenue Trust Agreement in trust to have and to hold for the benefit of all such parties for credit to the various funds, accounts and subaccounts established by this Revenue Trust Agreement; to apply and disburse such moneys to the parties entitled thereto; and to perform certain other functions; all as herein provided and subject to the terms and conditions of this Revenue Trust Agreement. In consideration of the compensation herein provided for, Revenue Trustee accepts the appointment and trust above referred to subject to the terms and conditions of this Revenue Trust Agreement.

(b) Duties. Revenue Trustee shall, prior to an Event of Default (as hereinafter defined), and after the curing of all Events of Default which may have occurred, perform such duties and only such duties as are specifically set forth in this Revenue Trust Agreement, and no implied covenants shall be read into this Revenue Trust Agreement against Revenue Trustee. Revenue Trustee shall at all times exercise such of the rights and powers vested in it by this Revenue Trust Agreement, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs consistent with the fiduciary duties of Revenue Trustee hereunder.

(c) Removal of Revenue Trustee. JPA and Raiders may by written agreement between themselves remove Revenue Trustee at any time, and shall remove Revenue Trustee if Revenue Trustee is in default hereunder or if at any time Revenue Trustee shall cease to be eligible in accordance with subsection (f) of this Section, or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of Revenue Trustee or its property shall be appointed, or any public officer shall take control or charge of Revenue Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, in each case by giving written notice of such removal to Revenue Trustee, and thereupon shall appoint a successor Revenue Trustee by an instrument in writing.

(d) Resignation. Revenue Trustee may at any time resign by giving written notice of such resignation to JPA and

Raiders. Upon receiving such notice of resignation, JPA and Raiders shall promptly appoint a successor Revenue Trustee by an instrument in writing.

(e) Successor Revenue Trustee. Any removal or resignation of Revenue Trustee and appointment of a successor Revenue Trustee shall become effective upon acceptance of appointment by the successor Revenue Trustee. If no successor Revenue Trustee shall have been appointed and have accepted appointment within forty-five (45) days of giving notice of removal or notice of resignation as aforesaid, the resigning Revenue Trustee may petition any court of competent jurisdiction for the appointment of a successor Revenue Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Revenue Trustee. Any successor Revenue Trustee appointed under this Revenue Trust Agreement shall signify its acceptance of such appointment by executing and delivering to JPA and Raiders and to its predecessor Revenue Trustee a written acceptance thereof, and thereupon such successor Revenue Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Revenue Trustee, with like effect as if originally named Revenue Trustee herein; but, nevertheless upon the written request of JPA and Raiders or the request of the successor Revenue Trustee, such predecessor Revenue Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Revenue Trustee all the right, title and interest of such predecessor Revenue Trustee in and to any property held by it under this Revenue Trust Agreement and shall pay over, transfer, assign and deliver to the successor Revenue Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Revenue Trustee, JPA and Raiders shall execute and deliver any and all instruments as may reasonably be required for more fully and certainly vesting in and confirming to such successor Revenue Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations.

(f) Eligibility. Any Revenue Trustee appointed under the provisions of this Section in succession to Revenue Trustee shall be either (i) the City, County or an officer thereof, or (ii) trust company or bank having the powers of a trust company having a corporate trust office in the State, having a combined capital and surplus of at least fifty million dollars ($50,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company

publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this subparagraph the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time Revenue Trustee shall cease to be eligible in accordance with the provisions of this subparagraph (f), Revenue Trustee shall resign immediately in the manner and with the effect specified in this Section.

If, by reason of the judgment of any court, Revenue Trustee or any successor Revenue Trustee is rendered unable to perform its duties hereunder and if no successor Revenue Trustee be then appointed, all such duties and all of the rights and powers of Revenue Trustee hereunder shall be assumed by and vest in JPA in trust for the benefit of the parties hereto.

5.2 Merger or Consolidation. Any company into which Revenue Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which Revenue Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under subparagraph (f) of Section 5.1, shall be the successor to such Revenue Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

5.3 Liability of Revenue Trustee.

(a) The recitals of facts herein contained shall be taken as statements of the parties other than Revenue Trustee, and Revenue Trustee assumes no responsibility for the correctness of the same, and makes no representations as to the validity or sufficiency of this Revenue Trust Agreement or any other Agreement or as to the sufficiency of any moneys deposited hereunder and shall not incur any responsibility in respect of any such matter, other than in connection with the duties or obligations expressly herein assigned to or imposed upon it. Revenue Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence, willful misconduct or breach of the express terms and conditions hereof. Revenue Trustee may in good faith hold any form of indebtedness of any other party hereto; own, accept or negotiate any drafts, bills of exchange, acceptances or obligations of any other party hereto; and make disbursements for any other party hereto, and enter into any commercial or business

arrangement therewith, without limitation, but in all cases consistent with the terms and conditions hereof.

(b) Revenue Trustee shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that Revenue Trustee acted or omitted to act in a manner constituting negligence, willful misconduct or breach of any duty mandated hereunder or by law. Revenue Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys-in-fact, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, but Revenue Trustee shall be answerable for the negligence or misconduct of any such attorney-in-fact, agent, or receiver selected by it; provided that Revenue Trustee shall not be answerable for the negligence or misconduct of any attorney-at-law or certified public accountant selected by it with due care.

(c) No provision of this Revenue Trust Agreement shall require Revenue Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(d) Revenue Trustee shall not be deemed to have knowledge of, and shall not be required to take any action with respect to, any Event of Default or event which would, with the giving of notice, the passage of time or both, constitute an Event of Default, unless Revenue Trustee shall have actual knowledge of such event or shall have been notified of such event by any party hereto. Without limiting the generality of the foregoing, Revenue Trustee shall not be required to ascertain, monitor or inquire as to the performance or observance by East Bay Entities or Raiders of the terms, conditions, covenants or agreements set forth in this Revenue Trust Agreement, other than the covenant of East Bay Entities and Raiders to file with Revenue Trustee, when due, such reports and certifications as they are required to file with Revenue Trustee hereunder.

(e) No permissive power, right or remedy conferred upon Revenue Trustee hereunder shall be construed to impose a duty to exercise such power, right or remedy.

(f) Revenue Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, coupon or

other paper or document, but Revenue Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if Revenue Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of East Bay Entities or Raiders personally or by agent or attorney.

(g) Revenue Trustee shall not be responsible for the application or handling by any other party of any moneys transferred to or pursuant to any certificate, requisition or request of any party in accordance with the terms and conditions hereof.

(h) Whether or not therein expressly so provided, every provision of this Revenue Trust Agreement relating to the conduct or affecting the liability of or affording protection to Revenue Trustee shall be subject to the provisions of this Article.

5.4 Right of Revenue Trustee to Rely on Documents; Binding Effect. Revenue Trustee shall be protected in acting upon, and shall be bound by, any notice, resolution, request, requisition, consent, order, certificate, report, opinion, note or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Revenue Trustee may consult with counsel, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith unless it shall be proved that Revenue Trustee nevertheless acted or omitted to act in a manner constituting negligence, willful misconduct, or breach of duty hereunder or imposed by law.

Whenever in the administration of the trusts imposed upon it by this Revenue Trust Agreement, Revenue Trustee shall deem it necessary or desirable that a matter be proved or established by a party or parties prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate signed by an officer of such party or parties authorized to execute such instruments, and such certificate shall be full warrant to Revenue Trustee for any action taken or suffered in good faith under the provisions of this Revenue Trust Agreement in reliance upon such certificate, but in its discretion Revenue Trustee may, in lieu thereof, accept other evidence of such matter or may require such evidence as to it may seem reasonable. Notwithstanding the foregoing, in the event Revenue Trustee

receives conflicting instructions or certificates or if Revenue Trustee becomes aware of any dispute between the parties with respect to any moneys deposited with Revenue Trustee pursuant to this Revenue Trust Agreement, Revenue Trustee shall notify each of the other parties hereto of the same and the parties shall have three (3) Business Days to provide Revenue Trustee with a Certificate signed by all such parties instructing Revenue Trustee how such conflict or dispute should be resolved, and Revenue Trustee shall be entitled to rely conclusively on any such Certificate. Revenue Trustee may also rely conclusively on any report or certification of any certified public accountant, investment banker, financial consultant, or other expert selected by Revenue Trustee with due care in connection with matters required to be proven or ascertained in connection with its administration of the trusts created hereby.

5.5 Compensation and Indemnification of Revenue Trustee. Revenue Trustee shall be entitled to reasonable compensation for all services rendered by it in the exercise and performance of any of the powers and duties hereunder of Revenue Trustee, and shall be reimbursed upon its request for all expenses, disbursements and advances incurred or made by Revenue Trustee in accordance with any of the provisions of this Revenue Trust Agreement (including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ) except any such expense, disbursement or advance as may arise from its negligence, default or willful misconduct. Such compensation, expenses, disbursements and advances shall be paid to Revenue Trustee in the following manner: (i) first, from any interest, profits or other income received from the investment of moneys deposited with Revenue Trustee hereunder in accordance with the provisions of Article IV hereof, and (ii) any remainder shall be paid by East Bay Entities and Raiders, promptly upon demand therefor by Revenue Trustee, on a pro-rata basis in proportion to the amounts that are disbursed to or on account of East Bay Entities and Raiders hereunder during the then current Football Season. To the extent permitted by law, East Bay Entities and Raiders shall jointly and severally indemnify, defend and hold harmless Revenue Trustee against any loss, damages, liability or expense incurred without negligence, willful misconduct or breach of duty mandated by law on its part, arising out of or in connection with the acceptance or administration of the trusts created hereby, including costs and expenses (including attorneys' fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers hereunder. The rights of Revenue Trustee and the obligations of the other parties hereto under this Section 5.5 shall survive the termination of this Revenue Trust Agreement.

VI AUDIT RIGHTS

6.1 Accounting Records and Financial Statements. Revenue Trustee will at all times keep, or cause to be kept, proper books of record and accounts, prepared in accordance with customary trust industry standards, in which complete and accurate entries shall be made of all transactions relating to the receipt, investment, disbursement, allocation and application of the moneys deposited with Revenue Trustee pursuant to the terms hereof. Such books of record and account shall be available for audit and inspection by any of the other parties hereto at reasonable hours and under reasonable circumstances, and Revenue Trustee shall provide to any of the other parties hereto, upon request, any information necessary to verify the deposits or disbursements made by, to or on account of any of the parties hereto. Upon making any disbursement pursuant to this Revenue Trust Agreement, Revenue Trustee shall prepare a statement (a "Disbursement Statement") in accordance with customary trust industry standards setting forth the amount of the disbursement, the party to whom such disbursement was made, the accounts or subaccounts from which such disbursement was made, and any calculations made by Revenue Trustee in determining the amount of such disbursement. Promptly upon making any disbursement, Revenue Trustee shall provide each of the parties hereto with a copy of such Disbursement Statement, together with a copy of any Requisition or Certificate and any other written notices or instructions received by Revenue Trustee from any party in connection with such disbursement.

6.2 Audits. Each party agrees to permit any other party (or its designated representative) to audit and examine the financial records of such party pertinent to amounts required to be deposited by such party with Revenue Trustee or to be disbursed by Revenue Trustee to such party under this Revenue Trust Agreement. If, as a result of such audit or examination, it is determined that the amount of any payment actually made by such party is less by one percent (1%) or more than the amount that should have been paid by such party, or that the amount of any disbursement to such party exceeds by one percent (1%) or more the amount that should have been disbursed to such party, then such party shall reimburse the party requesting the audit and examination upon demand for the costs of such audit and examination. Otherwise, the requesting party shall pay the costs of the audit and examination. Any party shall promptly remit to Revenue Trustee any amounts which such party has underpaid or which have been overpaid to such party as determined by such audit or examination, unless such party disputes such audit or examination, in which case the matter shall be submitted to

dispute resolution in accordance with Article VIII of the Marketing Agreement.

VII DELINQUENCIES; DEFAULTS

7.1 Events of Default. The failure of any party to make any deposits with Revenue Trustee when due under this Revenue Trust Agreement or to perform any of its other obligations under this Revenue Trust Agreement shall constitute an "Event of Default" by such party.

7.2 Delinquent Payments. Revenue Trustee shall promptly notify each of the parties of the delinquency of any payment due under this Revenue Trust Agreement.

7.3 Notices of Default. Each of the parties will promptly notify Revenue Trustee and each of the other parties hereto in writing (a "Default Notice") of the occurrence of any Event of Default of which they have actual knowledge, which Default Notice shall specify the Event of Default.

7.4 Remedies. Upon the occurrence of an Event of Default by any party (other than Revenue Trustee), Revenue Trustee, on behalf of the other parties hereto, shall be entitled to exercise all rights and remedies available to a secured party under the California Uniform Commercial Code, in addition to all rights and remedies available to Revenue Trustee and each party under this Revenue Trust Agreement or any other Agreements.

VIII MISCELLANEOUS

8.1 Successor Is Deemed Included in All References to Predecessor. Whenever in this Revenue Trust Agreement either Coliseum, JPA, Raiders or Revenue Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Revenue Trust Agreement contained shall bind and inure to the benefit of the respective successors and assigns of the parties whether so expressed or not.

8.2 No Third Party Beneficiaries. Nothing in this Revenue Trust Agreement expressed or implied is intended or shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy or claim under or in respect of this Revenue Trust Agreement or any covenant, condition or provision herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the parties hereto.

8.3 Waiver of Notice. Whenever in this Revenue Trust Agreement the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice, and in any such case, the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

8.4 Notices. Any notice (including any Certificate or Requisition) to or demand upon Revenue Trustee may be served or presented, and such demand may be made, at the Corporate Trust Office of Revenue Trustee at _____, _____, Attention: _____. Any notice or demand shall be deemed to have been sufficiently given or served for all purposes by being deposited, first-class mail postage prepaid, in a post office letter box addressed, as the case may be, in the case of Revenue Trustee, to the address set forth above; in the case of East Bay Entities, to Coliseum and JPA individually as hereinafter provided; in the case of Coliseum, to Coliseum at Oakland-Alameda County Coliseum, Inc., Administrative Offices, Nimitz Freeway and Hegenberger Road, Oakland, California 94621; in the case of JPA, to JPA at _____, California _____, Attention: _____; in the case of Raiders, to Raiders at _____ Attention: Legal Department (or such other addresses as may have been filed in writing by any party with Revenue Trustee).

8.5 Funds and Accounts. Any fund, account or subaccount required by this Revenue Trust Agreement to be established and maintained by Revenue Trustee may be established and maintained in the accounting records of Revenue Trustee, either as a fund, an account or subaccount, and may, for the purposes of such records, any audits thereof and any reports or statements with respect thereto, be treated either as a fund, account or subaccount; but all such records with respect to all such funds, accounts or subaccounts shall at all times be maintained in accordance with customary standards of the industry, to the extent practicable, and with due regard for rights of the other parties hereto.

8.6 Article and Section Headings and References. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Revenue Trust Agreement.

All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Revenue Trust Agreement; the words "herein,"

"hereof," "hereby," "hereunder" and other words of similar import refer to this Revenue Trust Agreement as a whole and not to any particular Article, Section or subdivision hereof; and words of the masculine gender shall mean and include words of the feminine and neuter genders.

8.7 Governing Law. This Revenue Trust Agreement shall be construed and governed in accordance with the laws of the State of California.

8.8 Business Day. Any payments or transfers which would otherwise become due on any day which is not a Business Day shall become due or shall be made on the next succeeding Business Day.

8.9 Effective Date and Termination. This Revenue Trust Agreement shall take effect upon the effective date of the Master Agreement. This Revenue Trust Agreement shall terminate upon the termination of the Master Agreement; provided, however, that each term, covenant and agreement contained in this Revenue Trust Agreement shall survive any expiration or sooner termination of this Revenue Trust Agreement to the extent that any such term, covenant and agreement (i) has not been fully performed in accordance with this Revenue Trust Agreement prior to such expiration or termination, or (ii) contemplates performance by either party hereto subsequent to such expiration or termination.

8.10 Execution in Counterparts. This Revenue Trust Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

8.11 Amendments. No amendment or waiver of any provision of this Revenue Trust Agreement shall in any event be effective unless the same shall be in writing and signed by all of the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

IN WITNESS WHEREOF, the parties hereto have executed this Revenue Trust and Security Agreement by their officers thereunto duly authorized as of the day and year first written above.

_____
Treasurer of the County of Alameda
as Trustee

OAKLAND-ALAMEDA COUNTY
COLISEUM, INC., a California
nonprofit public benefit
corporation

By _____
President

OAKLAND-ALAMEDA COUNTY COLISEUM
AUTHORITY, a joint powers authority
formed by City and County

By _____

OAKLAND FOOTBALL MARKETING
ASSOCIATION, a California nonprofit
corporation

By _____

LOS ANGELES RAIDERS, a
California limited partnership

By A. D. Football, Inc.
a California corporation,
its General Partner

By _____
Its President

EXHIBIT B

OAKLAND-ALAMEDA COUNTY COLISEUM STADIUM

OPERATING LICENSE

BETWEEN

OAKLAND-ALAMEDA COUNTY COLISEUM, INC. AND LOS ANGELES RAIDERS

1. PARTIES

1.1 Names. This Operating License ("License") is entered between OAKLAND-ALAMEDA COUNTY COLISEUM, INC., a California non-profit public benefit corporation ("Licensor"), and the LOS ANGELES RAIDERS, a California limited partnership ("Raiders"), on the following terms and conditions.

1.2 Licensor. Licensor, in accordance with an Operating Agreement with the JPA, has the right to operate and manage the Oakland-Alameda County Coliseum complex, which is located on real property adjoining the Nimitz Freeway at Hegenberger Road and 66th Avenue in the City, and which has been improved with the OACC Stadium, an arena, exhibit hall, parking area and related roadways and other facilities ("OACC Complex"); provided, however, that in entering into such Operating Agreement, the JPA has reserved the right to license and to receive revenue associated with certain Seat Rights in accordance with the Agreements.

1.3 Raiders. Raiders owns a franchise in the American Football Conference of the National Football League and does business under the name of "LOS ANGELES RAIDERS." Upon the Effective Date Raiders will recommence doing business as the "OAKLAND RAIDERS."

2. DEFINITIONS

Unless the context or terms of this License clearly indicate otherwise, the definitions contained in Exhibit A to the Master Agreement, as the same may be amended from time to time, shall govern the interpretation of capitalized terms contained herein and such definitions are hereby incorporated herein by reference.

3. AREAS LICENSED

3.1 License of Other Than Suites, Diamond Vision System and Stadium Capital Improvements.

3.1.1 Football Events and Scheduled Related Events. Licensor grants to Raiders the right to use the OACC Stadium field area (which shall include the playing field and all ramps and passageways providing access to such field), home and visiting team football locker rooms, public seating areas, special function areas and common areas (described in Section 3.1.5) of the OACC Stadium for (i) all Football Events; and (ii) for certain related events of Raiders (estimated to be 5 per Football Season) all on the terms and conditions contained in this License. Raiders may conduct such related events after mutual agreement between Raiders and Licensor as to the dates of such use and provided that such area(s) is not previously scheduled for use by another user of the OACC Stadium. There shall be no charge to Raiders by Licensor for such related events in the OACC Stadium.

3.1.2 Practices. Licensor grants to Raiders and, only upon the request of Raiders, the next opponent of Raiders for the next scheduled Football Event the right to use the OACC Stadium field area (which shall include the playing field and all ramps and passageways providing access to such field), home and visiting team football locker rooms, public seating areas, special function areas, and common areas (described in Section 3.1.5) of the OACC Stadium for practice sessions of up to two (2) hours each on the day immediately preceding the day of such next scheduled Football Event, all on the terms and conditions contained in this License and provided that such area(s) is not previously scheduled for use by the Athletics.

3.1.3 Raider Room. Licensor grants to Raiders the right to use a room containing approximately 1540 square feet the location of which shall be mutually agreed upon to be known and designated as the "Raider Room." Raiders shall have the right to use the Raider Room at all times after reasonable notice by Raiders to Licensor; provided that if such use occurs during any event other than a Football Event, all persons using the Raider Room shall have purchased or otherwise acquired tickets to such other event. If Raiders are not using the Raider Room, Licensor may, upon reasonable notice and with the prior consent of Raiders, which consent shall not be unreasonably withheld or delayed, use the Raider Room for its own purposes and events. Licensor shall at its sole cost and expense provide cable television and broadcast television reception in the Raider Room. Licensor further grants to Raiders the right to decorate and appoint such room as Raiders reasonably desires; provided, that

Raiders shall pay all costs of decorating and appointing such room. Licensor shall provide or cause to be provided all janitorial services required to keep the Raider Room in a clean and orderly manner at all times. Raiders shall be responsible for the cost of all such services during the Football Season, unless they relate to a use by Licensor occurring during the Football Season, and for such services as they relate to a use by Raiders not occurring during the Football Season. Licensor shall be responsible for the cost of all such services incurred in connection with any use of the Raider Room by Licensor or use of the Raider Room by others with the permission of Licensor and Raiders.

3.1.4 Exclusive Area. Licensor grants to Raiders the exclusive right to use office space at the OACC Complex on the day of a Football Event of between six hundred fifty (650) and two thousand (2,000) square feet as a ticket distribution office ("Exclusive Area"), the location of which shall be mutually agreed upon, on the terms and conditions contained in this License.

3.1.5 Areas Described. The special function areas shall consist of the game officials room, football team training and medical facilities, the City of Oakland and Peralta Rooms, interview and waiting area (upon completion of Stadium Capital Improvements), the press lounge (work areas and eating areas) and the football press box area(s). The common areas shall consist of all bathrooms, passageways and walkways, ramps and stairs open to the public and providing access between the exterior of the OACC Stadium and the public seating areas and playing field. All areas licensed pursuant to this Section 3.1 shall be at no charge to Raiders, except Raiders shall pay for each use by it of the City of Oakland and Peralta Rooms at the regular and customary rates charged by Licensor to other users of such rooms. The current locations of the areas described in Subsections 3.1.1, 3.1.2, 3.1.3, 3.1.4 and 3.1.5, are designated on a map of the OACC Complex attached hereto as Exhibit 1. Licensor and Raiders acknowledge and agree that the exact location of the areas licensed pursuant to this Section 3.1 may change during the term of this License due to the construction of Stadium Capital Improvements or other construction, renovation or rearrangement of the layout of the OACC Complex. Exhibit 1 to this License shall be amended from time to time to reflect such changes and to designate the then current location of the areas described in Subsections 3.1.1, 3.1.2, 3.1.3, 3.1.4 and 3.1.5.

3.1.6 Media Access. Licensor will provide to broadcast media reasonable access to the OACC Stadium prior to, during and after Football Events, including allowing the same accommodations and facilities for broadcast media equipment,

including trucks, as is typically provided in other NFL stadia; provided, however, that such access may not unreasonably interfere with the use of the OACC Complex by other licensees of Licensor.

3.2 License of Suites.

3.2.1 Acquisition of Ownership Interest. On November 1, 1995 Raiders shall purchase from the Athletics or Licensor a one-half (1/2) ownership interest in certain Suites, as designated on a map of the OACC Complex attached hereto as Exhibit 1, pursuant to the rights granted a potential professional football licensee under Section 7 of that certain Amendment to License Agreement with the Athletics dated April 3, 1987 covering use of the OACC Stadium. Raiders further agrees to pay to the Athletics in cash or by cashier's check the amount required to be paid to the Athletics as the purchase price of such one-half (1/2) ownership interest, upon receipt by Raiders of a loan advance for such amount pursuant to the terms and conditions of Section 2.4(E) and other applicable provisions of the Loan Agreement. Although such purchase shall not occur until November 1, 1995, Raiders shall have the right to use, occupy and license such Suites beginning with the First Football Event in the OACC Stadium.

3.2.2 License of All Suites. Raiders grants to Licensor for all periods during the term of this License all of Raiders' rights to use and sublicense the use of all Suites, all on the terms and conditions contained in the Agreements.

3.2.3 Reserved Suites. Notwithstanding Subsection 3.2.2 above, Licensor expressly reserves for the use of East Bay Entities four (4) Suites at all times. Raiders expressly reserves for its use two (2) Suites for all OACC Stadium events other than Football Events pursuant to Section 5.7(b) of the Master Agreement.

3.2.4 Janitorial Responsibility. Licensor shall provide or cause to be provided all janitorial and custodial services required for all Suites during the Football Season. Janitorial and custodial services required in all Suites shall constitute a Football Event Expense.

3.3 License of Certain Stadium Capital Improvements. Raiders will own the Stadium Capital Improvements when constructed, but the JPA has reserved the right to license certain seating at the OACC Stadium for Football Events and the right to receive certain revenues from such licensing as well as certain other revenues associated with Football Events at the OACC Stadium in accordance with Section 3.8 of this License.

Raiders grants to Licensor during the term of this License the right to use and the right to sublicense such use of the Stadium Capital Improvements, other than Raiders' two (2) reserved Suites referred to in Paragraph 3.2.3, at all times, including during all stages of construction, upon completion and thereafter on the terms and conditions contained in this License. In accordance with the terms of the Agreements, ownership of the Stadium Capital Improvements will automatically and without further action by any party vest in East Bay Entities upon the termination of this License and the provisions of Section 3.6 of the Loan Agreement shall apply. Stadium Capital Improvements consisting of personal property affixed to the OACC Stadium shall be and become the property of East Bay Entities upon termination of this License and shall not be deemed Raiders' personal property. Raiders shall execute all documents reasonably necessary or appropriate to evidence the transfer of ownership to East Bay Entities at the time of such termination. The foregoing is not intended to prevent Raiders from removing trade fixtures owned by Raiders, which were not purchased with proceeds of the Stadium Improvement Loan or Training Facility Loan, so long as damage caused by such removal is repaired by Raiders at its sole cost and expense.

3.4 Use Reserved to Licensor. Licensor shall retain the right to use all areas licensed to Raiders pursuant to Sections 3.1 and 3.2 above contemporaneously with use by Raiders so as to perform Licensor's obligations under the Agreements, Licensor's license with the Athletics, Licensor's license with any other licensee or user of the OACC Complex; provided, that Licensor shall not unreasonably interfere with the use of any area being made by Raiders as contemplated hereunder and Licensor shall only have access to the game official's room in the event of any emergency. At all times that the OACC Stadium is not being used by Raiders for Football Events, practices or scheduled related events or by a Football Event opponent of Raiders for Football Events or practices, Licensor shall have the right to use all areas of the OACC Stadium, including all Suites (except the two (2) Suites reserved to Raiders pursuant to Section 5.3 of the Master Agreement), Stadium Capital Improvements and the Raider Room as provided in Subsection 3.1.3 above but excepting the Exclusive Area, for all other types of events and activities on such terms and conditions and at such times as Licensor shall determine, in Licensor's sole discretion, without any payment for such use to Raiders except for damage resulting from the use by Licensor or uses permitted by Licensor. Licensor shall not have the right to use any of Raiders' personal property without Raiders' prior consent.

3.5 Use Reserved to Raiders. Raiders shall retain the right to use all areas licensed to Licensor pursuant to

Sections 3.2 and 3.3 above contemporaneously with use by Licensor so as to perform Raiders' obligations under the Agreements; provided, that Raiders shall not interfere with the use by Licensor of any area licensed to Licensor under Sections 3.2 and 3.3.

3.6 Exclusive for Professional Football. Raiders, so long as it is not in default under this License, shall have the exclusive right to play professional football games in the OACC Stadium, subject to this provision being determined by a court of competent jurisdiction to be unenforceable. Further, no college football licensee or user or any soccer licensee or user may use the OACC Stadium during Football Season without the prior consent of the Raiders, which consent shall not be unreasonably withheld, provided, however, that concerns regarding the condition of the field or the availability of the OACC Stadium for Football Events shall not be considered an unreasonable basis for withholding consent. East Bay Entities will not initiate any action seeking to invalidate this Section 3.6.

3.7 Restrictions on Use. Neither Licensor nor Raiders, during any use of the OACC Stadium by Raiders, shall collect donations or solicit or knowingly permit the solicitation of persons for donations in the OACC Stadium for any cause, event or activity whether for charitable purposes or any other purpose without the prior consent of the other party. Raiders, in exercising its rights to use the OACC Stadium, shall be subject at all times to and shall comply with all laws, rules, ordinances, orders and regulations of all governmental entities and all reasonable rules and regulations adopted by Licensor from time to time applicable to all users of the OACC Stadium, provided that Licensor shall consult with Raiders prior to adopting rules and regulations that materially affect Raiders' use of the OACC Stadium or the OACC Complex, as contemplated hereunder. Licensor will not adopt such rules and regulations that materially adversely affect Raiders' operations or Raiders' fans safety and comfort without the consent of Raiders, such consent not to be unreasonably withheld or delayed.

3.8 Reservation of Certain Rights. Notwithstanding any provision to the contrary in this License or any other Agreement, the parties hereto acknowledge and agree that pursuant to the Operating Agreement, the JPA has reserved the right to market Seat Rights at the OACC Stadium for Football Events and to receive any and all revenues from the sale or licensing of certain of the Seat Rights, as well as the right to collect and receive certain other revenues associated with Football Events throughout the term of this License and such reservation of revenues is intended to be coextensive with the revenues allocable to JPA in accordance with the terms of the Revenue

Trust Agreement. In accordance with such reservation by the JPA, the parties hereto agree that Licensor has not granted to Raiders, and that the License granted hereunder expressly excludes, all rights and revenues expressly granted to JPA under Sections 5 and 6 of the Master Agreement and other applicable provisions of the Agreements.

4. SCHEDULING USE

Licensor and Raiders shall exercise their best efforts and good faith in coordinating the schedules of other licensees or users of the OACC Stadium and OACC Complex and the schedule of Football Events for any Football Season during the term of this License; provided, that in the event of a conflict between a use of the OACC Stadium by the Athletics and a use by Raiders, the Athletics' use shall be given priority unless an agreement is otherwise reached between Licensor, Raiders and the Athletics; and provided that, in the event of a conflict between a use of the OACC Stadium by Raiders and a licensee or user of OACC Stadium other than the Athletics, Raiders' use shall be given priority unless an agreement is otherwise reached between Licensor, Raiders and/or such other licensee or user of OACC Stadium. In all events, Raiders shall be allowed to schedule and play at least two (2) home Pre-Season games on Friday nights or Saturdays in August in each Football Season and to schedule and play at least two (2) home Regular Season games on Sundays in September and October during each Football Season at the OACC Stadium; provided, however, that if the Athletics are hosting a championship season baseball game on Sundays in October, Raiders' two (2) home Regular Season games in October may be on Monday nights. Raiders shall have priority in scheduling for all home games it plays at the OACC Stadium during November, December, January and February of each Football Season.

5. PARKING AND ACCESS AREA

5.1 Parking Capacity. Subject to Section 5.2 below, Licensor will provide sufficient parking facilities within the OACC Complex parking lot, other area(s) of the OACC Complex, the immediate vicinity of the OACC Complex or, during periods of construction lasting in the aggregate no more than two (2) consecutive Football Seasons, at locations reasonably accessible to the OACC Stadium by shuttle transportation (such areas being referred to collectively as the "Parking Area") to accommodate Parking Capacity for persons attending Football Events. Licensor will not take any action or fail to take any action that would result in a loss of more than two and one-half percent (2.5%) of Parking Capacity for any Football Event without the prior written consent of Raiders, such consent not to be unreasonably withheld or delayed. Raiders shall not be entitled to withhold its

consent to the loss of more than two and one-half percent (2.5%) of Parking Capacity during a Football Event, if (i) the loss is caused by construction; (ii) the loss does not in the aggregate exceed four percent (4%) of Parking Capacity; (iii) the loss does not extend for a period of more than two (2) consecutive Football Seasons; and (iv) the loss does not occur more than once in any period of five (5) consecutive Football Seasons.

5.2 Shared Parking. The parties acknowledge that on some occasions, other events may be scheduled at the OACC Complex on the same day as a Football Event (such events being referred to as "Conflicting Events"). It is understood and agreed that when there is a Conflicting Event the Parking Area will be shared by persons attending the Football Event and the Conflicting Event; provided, however, that at least Parking Capacity will be made available for parking by persons attending the Football Event. Events scheduled at the OACC Complex by a professional basketball franchise that is a licensee of Licensor for a term of at least one (1) year shall not constitute a Conflicting Event for the purposes of this Section 5.2. If any such basketball event is scheduled on the same day as a Football Event, Licensor will make Parking Capacity available for parking by persons attending all OACC Complex events and Licensor will provide shuttle transportation and/or alternate transportation to persons attending the events who cannot be accommodated by Parking Capacity at the OACC Complex.

5.3 Construction/Acquisition of Additional Parking Facilities. In the event Licensor maintains or increases Parking Capacity in the Parking Area or acquires additional capacity in the Parking Area or other areas by constructing improvements or additional parking facilities and/or by purchasing or leasing additional land ("Additional Parking Capacity"), Licensor shall make such Additional Parking Capacity reasonably available for persons attending Football Events on the terms and conditions set forth herein; provided, however, that during each Football Season, East Bay Entities shall be entitled to receive all revenues from such Additional Parking Capacity up to an amount equal to the annual debt service associated with the costs of acquiring, developing, designing, constructing and financing such Additional Parking Capacity. Additional Parking Capacity shall also include the site acquired by Licensor in 1994 at 8000 South Coliseum Way in the City of Oakland, commonly referred to by Licensor as the Malibu Grand Prix site. Any revenues from use of such additional parking for Football Events in excess of such debt service amounts shall be distributed in accordance with Section 8.1 herein.

5.4 No License. No part of the Parking Area or any roadway, overpass, or other access point to the OACC Complex

("Access Area"), as shown on Exhibit 2 to this License, is being licensed to Raiders. Licensor, as the operator of the Parking Area and Access Area, shall make the Parking Area and Access Area available for use of persons attending Football Events as set forth in this Section 5. Use of the Parking Area by persons attending Football Events shall be subject to charges by Licensor, adjusted from time to time, which charges shall be the same as the charges for parking at all other major league sports events at the OACC Complex. Licensor shall use its best efforts to operate the Parking Area and Access Area in an efficient and secure manner and to maintain the Parking Area and Access Area in a first-class state of cleanliness and repair. Licensor may sublicense the right to operate the Parking Area to the Athletics for events that do not conflict with Football Events.

5.5 Parking Rights of Raiders. Licensor grants to Raiders at all times during the term of this License the right to park at no charge (i) as many as fifty (50) automobiles on a daily basis in a restricted area of the Parking Area as mutually agreed upon by Raiders and Licensor; (ii) as many as one hundred-fifty (150) automobiles on days of practice sessions in a restricted area of the Parking Area as mutually agreed upon by Raiders and Licensor; (iii) as many as seven hundred fifty (750) automobiles, (exclusive of areas and space for media trucks), two hundred fifty (250) of which will be in a restricted area of the Parking Area as mutually agreed upon by Raiders and Licensor and five hundred (500) of which will be in the general Parking Area during the period that Raiders has the right to use the OACC Stadium for Football Events, to be used solely by Raiders' owners, officers, employees, and invitees, NFL employees or officials and employees of all media organizations attending the Football Events all at the discretion of Raiders; and (iv) adequate parking for scheduled related events in a restricted area of the Parking Area or, if necessary, in the general Parking Area as mutually agreed upon by Raiders and Licensor. All parking spaces made available to Raiders pursuant to this subsection shall be included in the Parking Capacity for persons attending Football Events. Raiders may from time to time request additional parking based on special needs or particular circumstances not otherwise provided for in this Section 5, and Licensor shall use best efforts to comply with such request. Raiders shall be responsible for all costs associated with locating and providing such additional parking, and such costs shall not be Football Event Expenses. Licensor shall be deemed to be reasonably withholding its consent or agreement if it rejects such a request because such request causes conflicts with other licensees or users of the OACC Complex, because existing facilities designed to address a particular need are not being fully utilized or because existing traffic patterns in the Parking Area or Access Area will be unreasonably disturbed.

6. LICENSE TERM

6.1 Term. Subject to the terms and conditions of the Agreements, the term of this License shall be for sixteen (16) Football Seasons (which shall be consecutive unless otherwise permitted by the Agreements) commencing with the First Football Event in the OACC Stadium and such term shall end forty-five (45) days after the last Football Event of Raiders' last Football Season in the OACC Stadium under this License. Raiders shall play all Football Events at the OACC Stadium during such term except as otherwise provided in the Agreements.

6.2 Termination of Master Agreement. Notwithstanding any other provision of this License to the contrary, this License shall terminate without further action or notice by either party upon the termination of the Master Agreement pursuant to Article 8 of the Master Agreement.

6.3 Commencement of Raiders' Use. Subject to the provisions of the Agreements, Raiders shall commence playing Football Events at the OACC Stadium at the start of the 1995 Football Season.

7. LICENSE FEES

7.1 Licensor's Fees. Licensor shall pay Raiders the sum of Five Million Six Hundred Eighty-Five Thousand Dollars ($5,685,000.00) per year for Licensor's use of Stadium Capital Improvements for all non-Football Events. Licensor shall commence paying such fees on November 1, 1995. Thereafter, Licensor shall pay annually the fees due hereunder on each successive November 1 during the term of this License. Notwithstanding any other provision to the contrary contained herein, in the event that Raiders shall fail to make the loan repayment required on such date by Section 3.1(A) of the Loan Agreement, Licensor shall not be required to make any payment pursuant to this Section 7.1 until such payment has been made by Raiders. Coliseum shall pay Raiders the sum of $100,000.00 for each Post-Season game played by Raiders at the OACC Stadium.

7.2 Raiders' Payments. During each Football Season or partial Football Season Raiders shall pay to Licensor an amount for Raiders' use of the OACC Stadium in accordance with the applicable provisions of the Master Agreement, Revenue Trust Agreement and Loan Agreement.

8. CONCESSIONS

8.1 Food, Beverage and Parking. All Football Concession Net Revenues and Football Parking Net Revenues shall be collected by Licensor, shall be deposited with the Revenue Trustee

reasonably promptly after receipt by Licensor, and shall be disbursed by the Revenue Trustee in accordance with the terms of the Revenue Trust Agreement. When vehicle parking in the Parking Area occurs during a Warriors' basketball game, Licensor shall allocate the revenue derived from such vehicle parking among Raiders and the Warriors, in a fair and equitable manner. In the event of the use of the OACC Complex during a Football Event by a licensee or user other than the Warriors, Raiders shall receive all of its fifty percent (50%) of Football Parking Net Revenue. In calculating Football Parking Net Revenue, the value of parking admission privileges included in any Seat Rights for Football Events shall be included. A copy of the accounting delivered to Licensor by Licensor's concessionaires from time to time shall promptly be given to Raiders by Licensor. Raiders may demand that Licensor exercise Licensor's audit or examination rights under its concession agreement(s) once with respect to any given Football Season in the name of Licensor (but for the benefit of Raiders) and provide Raiders in writing with the results of such audit or examination; provided that Raiders shall bear one-half (1/2) of the expense of each such audit or examination. In the event Licensor exercises its audit or examination rights at its own election, Licensor shall provide Raiders with a written copy of the results of such audit or examination at no cost to Raiders. Food and beverage services provided at Football Events shall be of a level of quality and service that is at least as high as the highest levels provided at other professional football stadia in the United States and at prices competitive with those charged for comparable services in such other professional stadia; provided, that such prices shall be adjusted to reflect the geographical differences in the costs of providing such quality and services when measuring their competitiveness with the prices charged in other stadia.

8.2 Novelties and Souvenirs. Raiders shall be entitled to receive one hundred percent (100%) of the revenue derived from the sale by Raiders or its concessionaires of souvenirs, novelties, and similar items relating to football including, but not limited to programs, at or around the OACC Stadium on the day of Football Events; provided, that Raiders shall not be entitled to receive any revenue derived from sales of souvenirs, novelties, programs and similar items at the OACC Complex at any time by other licensees of Licensor. Licensor agrees that it will not itself sell, or allow any party other than Raiders to sell, souvenirs, novelties, programs and similar items at the OACC Complex on the date of Football Events or scheduled related events except that another Conflicting Event Licensee may sell souvenirs, novelties and programs relating solely to its event. Raiders alone shall be entitled to select all sales concessionaires for such items; provided, that at no time shall such concessionaires be considered employees or independent

contractors of Licensor, Licensor shall have no responsibility for such concessionaires and Raiders shall notify such concessionaires of the non-responsibility of Licensor. This Section 8.2 is intended for the benefit of the parties hereto and is not intended to create any third party beneficiary rights in any third party.

8.3 Consultation. Licensor agrees to consult with Raiders concerning and prior to the selection of Licensor's food and beverage concessionaire(s) following the expiration or other termination of Licensor's current food and beverage concession agreement(s).

8.4 Raider Promotions. Raiders shall have the right to engage in promotional "give away" programs of Raider souvenirs or memorabilia; provided, however, Raiders may not (a) without the prior written consent of Licensor engage in any program if such program involves the distribution of alcoholic beverages, or (b) engage in any program that may create a potential risk to the health or safety of persons attending Football Events.

8.5 No Limitation. Nothing contained in any of the Agreements is nor shall it be construed to be any limitation whatsoever on the right of Raiders to include advertising of any nature whatsoever in game programs or with respect to "give away" items.

8.6 Advertising and Stadium Name. Licensor and Raiders shall each be entitled to and/or share net revenues from advertising at the OACC Complex and the sale or license of the name of the OACC Stadium as set forth in applicable provisions of the Master Agreement.

9. FOOTBALL EVENT EXPENSES

9.1 General. Licensor shall be solely responsible for the payment of all Football Event Expenses of each Football Event during the term of this License.

9.1.1 Football Event Expenses shall mean generally:

(i) Those expenses specifically defined as such in this License;

(ii) Licensor's direct costs incurred in placing the OACC Stadium and OACC Complex in a condition reasonably required for the playing of Football Events;

(iii) Licensor's direct costs incurred in operating the OACC Stadium and OACC Complex for Football Events;

(iv) Licensor's direct costs incurred in cleaning the OACC Stadium and OACC Complex following Football Events (which excludes the cost of cleaning the Parking Area which cost is assumed by the Parking Area concessionaire); and

(v) During the 1995 Football Season, the roundtrip transportation costs (by team charter and guest charter) of Raiders personnel and their immediate families between Los Angeles and Oakland for such personnel to attend Pre-Season, Regular Season and Post-Season games which costs the Raiders shall use its reasonable best efforts to control.

Licensor shall determine the level of services in connection with Football Event Expenses in consultation with the Marketing Director and Raiders. Such services shall be reasonably consistent with the premier facilities in the NFL. Raiders may request, and Licensor shall provide, additional or special services at the sole cost and expense of Raiders.

9.2 Diamond Vision System. The Diamond Vision System is owned and operated by Licensor. The Athletics have agreed with Licensor to operate with its personnel the Diamond Vision System during Football Events Raiders shall directly pay to Licensor all reasonable and customary costs attributable to, and Raiders shall receive any and all revenues derived from, the use and operation of the Diamond Vision System for Football Events; provided, however, that Raiders shall honor any noncompetition commitments of the Athletics or East Bay Entities. Licensor shall cause the owner and operator of the Diamond Vision System to operate the Diamond Vision System in accordance with Raiders' directions and NFL standards.

9.3 Raider Messages. Raiders may provide materials to the Diamond Vision System operator which materials shall be displayed on the Diamond Vision System and message board. Such materials (e.g., highlights, statistics, etc.) shall be prepared by Raiders at its sole cost and expense.

10. RAIDERS' COVENANTS

10.1 Football Events. Subject to the provisions of the Agreement, Raiders agrees to play and cause to be played in the OACC Stadium all Football Events for each Football Season during the term of this License.

10.2 National Football League Franchise. Raiders shall at all times during the term of this License maintain and operate a valid NFL franchise. No change in the rights and privileges of Raiders as an NFL member team shall relieve Raiders of its obligations under this License Agreement.

10.3 Name And Operation. During the term of this License, Raiders' professional football team shall be named the Oakland Raiders, or such other name as shall be selected by Raiders, which, in any event, shall contain the name "Oakland." Raiders agrees to use its best efforts to operate its professional football team at a level consistent with other member teams of the NFL.

10.4 Other Licensees. Raiders at all times will exercise its good faith and best efforts in working with other licensees of Licensor.

11. RADIO AND TELEVISION

11.1 Radio. Raiders shall have the right to broadcast and disseminate by radio or telephone or other method of transmission or communication, oral reports of all or any part of Football Events and to retain all compensation realized therefrom.

11.2 Television. Raiders shall have the right to broadcast and disseminate by means of VHF or UHF, cable, microwave or satellite transmission, or any other method of free to viewer or pay television all Football Events or to contract for such broadcasting or dissemination and to retain all compensation realized therefrom.

11.3 Away Games. East Bay Entities hereby acknowledge that Raiders shall have the right to broadcast and disseminate any and all reports of all of Raiders' games played away from the OACC Stadium and retain all compensation derived therefrom.

11.4 Identification. To the extent that Raiders is able to require that the name and location of the OACC Stadium be announced during radio and television (network, cable, national, local or otherwise) broadcasts of Football Events, Raiders shall require that the name and location of the OACC Stadium be announced at least three (3) times during each such broadcast.

12. MESSAGES

12.1 Electronic Message Board. Throughout each Football Season and for a reasonable period prior to the commencement of the ensuing Football Season, Licensor shall display on the electronic message board located adjacent to the Nimitz Freeway that the OACC Stadium is the home of the Oakland Raiders. During each Football Season, Licensor shall display on the electronic message board the date, time and opponent for the next Football Event.

12.2 Conflicting Events. Licensor will not cause to be shown on the Diamond Vision System during Football Events, any messages regarding other events that conflict with the date and time of future Football Events.

12.3 Display of Messages. In the event other licensees or users of the OACC Complex are allowed, during Football Events, to display messages promoting their team or future events, Raiders shall have the same right to display similar messages on the same terms throughout the OACC Complex.

13. OPERATION OF STADIUM

13.1 Party Responsible for Payment. Except as otherwise provided in this License, the party responsible for the payment of all or a portion of the costs of facilities, equipment or services described in this Section 13 shall be determined as follows:

(i) If an expense constitutes a Football Event Expense or something substantially similar thereto, within the meaning of Section 9.1 or as reasonably agreed by Licensor and Raiders, it shall be paid by Licensor;

(ii) If an expense is specifically excluded as a Football Event Expense, it shall be paid in full by the party designated as responsible therefor.

13.2 Equipment. Licensor shall provide the equipment and furnishings in the OACC Stadium required for the playing of Football Events by Raiders in accordance with NFL standards, including but not limited to goal posts in position, field markings, down markers, field benches, tables and chairs, clocks, and all other equipment usually provided for the performance of NFL games. Licensor shall provide telephone, television reception (in accordance with NFL requirements) and other electrical hook-ups between the field and coaches boxes ("Hook-ups") and provide access to the OACC Stadium telephone system from the press box. Licensor shall provide other equipment and

Hook-ups for the playing of Football Events that are typically provided by licensors or landlords to teams in the other NFL stadia. Licensor shall provide a first-class public address system (which in no event shall be construed to include the Diamond Vision System), lighting sufficient for color television broadcasts of Football Events, the current press box area until such time as a new press box area is constructed as part of the construction of Stadium Capital Improvements and the furniture and furnishings deemed appropriate by Licensor, and in accordance with NFL standards, if any, for the common areas, home and visiting team locker rooms, press lounge and the current press box area(s), game official's room, and the City of Oakland and Peralta Rooms. Raiders shall provide all equipment, furniture and furnishings to be located in the Raider Room and the Exclusive Area and any equipment, furniture and furnishings in the home team locker room which are in addition to or in place of equipment, furniture and furnishing of the type and quality typically provided in NFL team locker rooms. Licensor and Raiders each shall maintain all equipment, furniture and furnishings provided by each of them, respectively, in a clean and orderly condition and in a first-class state of repair.

13.3 Utilities. Licensor shall provide all heat, electricity, water, gas, sewage, scavenger services and janitorial services required for the use of the OACC Stadium by Raiders and the cost and expense of such items shall be a Football Event Expense. Utilities and similar charges for all telephone (except Raiders' telephone use charges), teletype, computer, telecopier, television, radio and similar communication services typically provided in NFL stadia shall constitute a Football Event Expense.

13.4 Personnel. Licensor shall provide all janitorial services reasonably required to clean up all areas of the OACC Stadium, Parking Area and Access Area used by Raiders or Raiders' attendees before and after Football Events. Licensor shall provide all personnel required for Football Events, including ticket sellers, ticket takers, ushers, security and traffic officers, janitors working during an event, laborers, clock operators, engineers, matrons, nurses and supervisors. The number and qualifications of personnel required for each game shall be established by Licensor based on Licensor's estimate of expected attendance. Licensor shall consult with Raiders on the adequacy of the number and qualifications of the personnel provided by Licensor at Football Events. Raiders shall select, at its sole cost and expense, a public address announcer and scoreboard and message board operators.

13.5 Additional Personnel. In addition to personnel provided by Licensor, Raiders may provide its own personnel for

Football Events; provided, however, that such personnel shall not interfere with Licensor's security system or the other activities of Licensor's personnel and shall not perform any services required to be provided hereunder by Licensor that are provided by Licensor's personnel subject to a union contract if such union contract would be violated by the provision of such services by Raiders personnel. Any such personnel provided by Raiders shall be the sole cost and expense of Raiders.

13.6 Playing Field. Licensor shall provide qualified personnel prior to and during the Football Season to put the playing field into a condition meeting NFL standards and a condition otherwise reasonably acceptable to Raiders for the playing of Football Events, to maintain such condition throughout the Football Season and to allow for the conversion of the playing field from a configuration suitable for the playing of professional baseball to a configuration suitable for the playing of professional football and vice-versa within a period of eight (8) hours. After the conclusion of the Athletics season, all dirt portions of the baseball field shall be sodded such that the entire playing field is in a condition meeting NFL standards and a condition otherwise reasonably acceptable to Raiders.

14. REPAIRS, MAINTENANCE AND ALTERATIONS

14.1 Repairs. Licensor, at its sole expense except as provided in Section 9.1 herein, shall do all acts required to maintain the OACC Stadium, the special function areas, the Parking Area, Access Area, other public areas outside the OACC Stadium and all structures, equipment and fixtures located in the OACC Stadium, including Stadium Capital Improvements as first-class facilities in a clean, orderly and aesthetically pleasing manner, in a good state of repair and at a caliber consistent with that of other NFL stadia. All expenses incurred for maintenance and care of the OACC Complex and OACC Stadium, including the playing field, throughout the Football Season shall be paid by Licensor. Licensor shall be entitled to enter upon and perform all necessary maintenance and repairs of Stadium Capital Improvements. Licensor shall maintain the light standards and lighting fixtures and elements used to light the playing field.

14.2 Alterations. Subject to the rights and duties of Raiders pursuant to the Agreements, Licensor shall have the right, at its expense, to make such alterations or additions to the OACC Stadium and the structures, equipment and fixtures located therein, not owned by Raiders, as Licensor deems appropriate. Subject to the rights and duties of Raiders pursuant to the Agreements, Licensor shall also have the right to make alterations and additions to Stadium Capital Improvements,

other OACC Stadium real property owned by Raiders, and any other property of Raiders permanently affixed to the OACC Stadium with Raiders' consent, which consent shall not be unreasonably withheld or delayed. Raiders shall be deemed to be reasonably withholding its consent if any alteration or addition materially decreases or increases the number of seats in the OACC Stadium existing immediately prior to the change or if any change in any area of the OACC Stadium used by Raiders or persons attending Football Events or Related Events would materially and adversely affect the use of the area by Raiders contemplated hereunder.

14.3 Performance of Work. Licensor and its agents may perform any of the work described in Sections 14.1 and 14.2 above throughout the OACC Stadium at any time during a Football Season or otherwise. Any work performed during a use by Raiders of the OACC Stadium, except for work required to remedy an emergency situation threatening or causing material damage to persons or property, shall be performed in a manner that reduces as much as reasonably possible any interference with Raiders' use of the OACC Stadium; provided, that in no event shall such work interfere to such an extent that Raiders is unable to play a Football Event or conduct a prior scheduled related event.

15. ASSIGNMENT

15.1 Limitation. Prior to the end of the 2005 Football Season, Raiders shall not directly or indirectly assign or transfer any of its rights and interests or delegate any of its duties and responsibilities under this License to any other person or entity other than the NFL, without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed. Any assignment in violation of this Section 15.1 shall be void and without effect. For this purpose, the following shall be deemed to be indirect transfers:

(a) Any transfer of a general partnership interest in Raiders which in the aggregate exceeds fifty percent (50%) of all general partnership interests, which transfer occurs during the first twenty (20) months of the term of this License;

(b) Any transfer of an ownership interest in the general partner of Raiders which in the aggregate exceeds fifty percent (50%) of all such ownership interests, which transfer occurs during the first twenty (20) months of the term of this License;

(c) Any dissolution, merger, consolidation or reorganization of the general partner of Raiders (unless at least fifty percent (50%) of the interest in the

successor-in-interest of such general partner is owned or controlled by the present owner of the general partner of the Raiders), which dissolution, merger, consolidation or reorganization occurs during the first twenty (20) months of the term of this License; or

(d) Any change in the legal form of Raiders (unless at least fifty percent (50%) of the interest in the resulting entity is owned or controlled by the general partner of Raiders or the present owner of the general partner of the Raiders), which change occurs during the first twenty (20) months of the term of this License.

For this purpose, the following shall not be deemed to be direct or indirect transfers and are therefore permissible at any time:

(a) Any transfers of limited partnership interests in Raiders;

(b) Any transfer of an ownership interest in the general partner of Raiders which in the aggregate is less than fifty percent (50%) of all such ownership interests which transfer occurs after the first twenty (20) months of this License;

(c) Any dissolution, merger, consolidation or reorganization of the general partner of Raiders where at least fifty percent (50%) of the interest in the successor-in-interest of the general partner is owned or controlled by the present owner of the general partner of the Raiders which dissolution, merger, consolidation or reorganization occurs after the first twenty (20) months of this License;

(d) Any change in the legal form of Raiders where at least fifty percent (50%) of the interest in the resulting entity is owned or controlled by the general partner of Raiders or the present owner of the general partner of the Raiders, which change in legal form occurs after the first twenty (20) months of this License;

(e) Any transfer resulting upon the death of the general partner of the Raiders or owner of an interest in the general partner of the Raiders; and

(f) Any transfer to or for the benefit of the spouse and/or descendants of the general partner of the Raiders or owner of an interest in the general partner of the Raiders.

15.2 Procedure. In seeking the approval of Licensor to any assignment, Raiders shall deliver to Licensor the following information regarding the proposed assignee:

15.2.1 The legal form of the entity, along with copies of Articles and Bylaws of any corporation, partnership agreements and certificates of any partnership, or joint venture agreements, as the case may be.

15.2.2 A complete list of all principal officers, partners or owners holding more than a twenty percent (20%) ownership interest, and detailed biographical information about them.

15.2.3 Financial statements of the assignee for the last three (3) years, prepared by a certified public accountant reasonably acceptable to Licensor.

15.2.4 Copies of those portions of any agreement between Raiders and the proposed assignee relating to the proposed assignment.

15.2.5 A detailed financial plan and projection prepared by a qualified person or entity reasonably acceptable to Licensor showing the projected financial position and results of projected operations of the assignee for a reasonable period, not exceeding the three (3) years following any assignment.

15.3 Approval. Any approval of a proposed transfer or assignment by Licensor required hereunder, which approval may not be unreasonably withheld or delayed, may be made subject to Raiders not being in default under this License at the time the assignment is to become effective, to Raiders or the assignee paying all reasonable legal and accounting fees and all costs reasonably incurred by Licensor in giving the approval, and to an assignee assuming all the obligations of Raiders under the Agreements in a form reasonably acceptable to Licensor.

15.4 Discharge of Raiders. Upon completion of an approved assignment in accordance with this Part 15, Raiders shall be released and discharged from any further liability to Licensor under this License.

15.5 After 2005 Football Season. After the end of the 2005 Football Season, Raiders, if Raiders are not in default under the Agreements, may assign or transfer this License to a third party that has been approved as an NFL franchise owner by the NFL and agrees, by written assumption, to be responsible for timely performance of the Agreements.

16. DAMAGE AND DESTRUCTION

16.1 Major Damage - Repairable. Subject to Sections 8.1(d)(ii) and 8.1(e)(ii) of the Master Agreement, in the event there is damage to or destruction of the OACC Stadium such that (i) Raiders cannot reasonably use the OACC Stadium for Football Events ("Major Damage"); (ii) there are insurance proceeds or other funds available to Licensor to pay for eighty percent (80%) or more of the cost of repairing the damage; (iii) such repairs can be performed under applicable laws and other governmental rules and ordinances; and (iv) the work can be reasonably completed by the commencement of the third (3rd) Football Season (counting a partial season as a Football Season) after the date of the damage, then this License shall remain in full force and effect. Licensor shall collect and expend all funds required to repair the damage at the earliest possible date. In the event that the repairable damage occurs to the Stadium Capital Improvements following the Completion Date thereof or to other OACC Stadium real property owned by Raiders or any other property of Raiders permanently affixed to the OACC Stadium, and Raiders is the recipient of insurance proceeds or other funds with respect to such damage, then Raiders shall immediately pay such insurance proceeds or other funds to Licensor in order to allow Licensor to proceed with repairs pursuant to its obligations hereunder. Licensor shall thereafter expend such insurance proceeds or other funds and all remaining amounts required to repair the damage at the earliest possible date. If Raiders has paid such insurance proceeds or other funds to Licensor and such proceeds exceed the amount required to be expended to repair the damage, any excess funds shall be returned by Licensor to Raiders. During the period that such damage is being repaired and Raiders cannot reasonably use the OACC Stadium for Football Events, Raiders, in accordance with the Master Agreement, shall have the right to play Football Events in any other stadium located in the principal marketing area of Raiders; provided, that if no such stadium(s) is reasonably available, on reasonable terms, in Raiders' principal marketing area, Raiders may play Football Events in any available stadium that is as close to Raiders' principal marketing areas as is reasonably possible. Raiders shall recommence playing Football Events in the OACC Stadium from the date specified by Licensor in a written notice delivered at least twenty (20) days before the first Football Event to be played in the OACC Stadium stating that the repair work has been completed to an extent such that the OACC Stadium can reasonably be used for Football Events; provided, that in no event shall Licensor be required to so notify Raiders for or shall Raiders be required to return to the OACC Stadium other than at the start of a Football Season.

16.2 Major Damage Not Repairable. In the event there is Major Damage to the OACC Stadium and (i) insurance proceeds or other funds are not available in an amount equal to at least eighty percent (80%) of the cost of repairing the damage; or (ii) the repairs cannot be performed under applicable governmental laws, rules and regulations; or (iii) the work cannot be reasonably completed by the commencement of the third (3rd) Football Season (counting a partial season as a Football Season) after the date of the damage, Licensor, for a period of thirty (30) days after the facts regarding the extent of damage, lack of insurance proceeds or other funds or prohibition by governmental laws, rules and regulations become known to Licensor, shall have the right, exercisable by written notice to Raiders within the 30-day period, to terminate this License or to keep this License in force and proceed to repair the damage at Licensor's cost. If Licensor fails to notify Raiders of its election within the 30-day period, Licensor shall be deemed to have terminated the License. If Licensor elects to repair the damage and the work cannot reasonably be expected to be completed or in fact is not completed by the commencement of the third (3rd) Football Season (counting a partial season as a Football Season) after the date of the damage, Raiders shall have the right, within thirty (30) days after receiving notification from Licensor of Licensor's election to repair the work (if the repairs cannot reasonably be expected to be completed by the commencement of the third (3rd) Football Season (counting a partial season as a Football Season)) or within thirty (30) days of Raiders becoming aware (if the repair work will not be completed by the commencement of the third (3rd) Football Season (counting a partial season as a Football Season) that the work will not be completed by the commencement of the third (3rd) Football Season (counting a partial season as a Football Season), to terminate this License without payment of any amounts, including amounts set forth in Section 8.2(c) of the Master Agreement by written notice to Licensor. If Licensor elects to repair the damage, then the provisions of Section 16.1, dealing with repairs, and Section 16.3, dealing with the obligations of Raiders during and after the repairs are made, shall apply. If Licensor elects to repair the damage, and if such damage has occurred to Stadium Capital Improvements following the Completion Date thereof or to other OACC Stadium real property owned by Raiders or any other property of Raiders permanently affixed to the OACC Stadium, and Raiders is the recipient of insurance proceeds or other funds with respect to such damage, then Raiders shall immediately pay such proceeds or other funds to Licensor in order to allow Licensor to proceed with repairs pursuant to its obligations under the OACC Stadium Agreement, and Licensor shall expend such proceeds or other funds and all remaining amounts required to make such repairs. If Raiders has paid such insurance proceeds or other funds to Licensor and such proceeds

exceed the amount required to be expended to repair the damage, any excess funds shall be returned by Licensor to Raiders. If Licensor does not elect to repair the damage and if such damage has occurred to Stadium Capital Improvements after the Completion Date thereof or to other OACC Stadium real property owned by Raiders or any other property of Raiders affixed to the OACC Stadium, and Raiders is the recipient of insurance proceeds or other funds with respect to such damage, then Raiders shall immediately pay such proceeds or other funds to Financing up to an amount equal to the unpaid balance of the OACC Project Loan and the Executive Suite Project Loan as such are defined in the Loan Agreement.

16.3 Less than Major Damage. In the event there is damage to or destruction of the OACC Stadium but there has not been a material reduction of seating and/or Parking Capacity so that Raiders can reasonably continue to use the OACC Stadium for Football Events, Licensor at its cost shall promptly repair the damage to the extent possible under applicable laws and shall do all acts required to protect users of the OACC Stadium from any hazards created by the area damaged or the repair work. If such damage occurs to Stadium Capital Improvements following the Completion Date thereof or to other OACC Stadium real property owned by Raiders or any other property of Raiders affixed to the OACC Stadium, and Raiders is the recipient of insurance proceeds or other funds with respect to such damage, then Raiders shall immediately pay such insurance proceeds or other funds to Licensor in order to allow Licensor to proceed with repairs pursuant to its obligations under the OACC Stadium Agreement. Licensor shall thereafter expend such insurance proceeds and other funds and all remaining amounts required to repair such damage by the earliest possible date. If Raiders has paid such insurance proceeds or other funds to Licensor and such proceeds exceed the amount required to be expended to repair the damage, any excess funds shall be returned by Licensor to Raiders. During the period of any such repairs, Licensor shall continue to perform all of its obligations hereunder, and, to the extent areas of the OACC Stadium used by Raiders are affected, Licensor shall provide temporary additional areas in the OACC Stadium or the OACC Complex where Raiders can continue to perform its activities to the extent such areas are available. In the event Licensor is unable to reasonably provide sufficient temporary areas, Raiders, in accordance with the terms of the Master Agreement, shall be responsible at its expense to obtain the use of such facilities as are required outside the OACC Complex. If Licensor shall receive any insurance proceeds for the relocation expenses of licensees of the OACC Complex, Licensor shall, in its discretion, pay a reasonable portion of such proceeds to Raiders for the purpose of defraying such relocation expenses incurred by Raiders.

16.4 Damage Liability. Except as provided in Section 17.4 below, Licensor's obligation to repair any damage shall not relieve Raiders of the liability to pay to Licensor, whether or not Licensor is required to repair the damage, the cost of repairing any damage caused by the negligent or wrongful act or omission of Raiders, its owners, employees, agents, contractors, and concessionaires and any other person who is a guest of Raiders.

16.5 Other Property Owned by Raiders. Except as otherwise provided in this License, Licensor shall have no liability for any cost or expense of any property owned by Raiders and located at the OACC Complex (other than Stadium Capital Improvements following the Completion Date) that is damaged or destroyed, unless such damage or destruction was caused by the negligent or wrongful act or omission of East Bay Entities, its employees, agents, contractors and any other person who is a guest of East Bay Entities.

17. INSURANCE

17.1 Public Liability for Football Events. In addition to the insurance provided for in Section 17.2 below, Licensor shall take out and maintain in full force and effect a comprehensive public liability insurance policy or policies in a form and with a company or companies reasonably acceptable to Raiders, insuring Licensor as named insured and the City, the County, the JPA and Raiders as additional insureds (by endorsement providing additional insureds with all rights and protections as are provided to the named insured) with respect to dates of Football Events only, against all direct or contingent loss or liability for damages for personal injury or bodily injury, death or property damage arising or allegedly arising out of the ownership, maintenance or use of all or any portion of the OACC Complex, as well as any operations of, or under the control of, Licensor or Raiders (including automobile non-ownership) upon, the OACC Complex. Licensor shall provide Raiders with a copy or copies of such policy or policies. Said policy or policies shall provide for a Combined Single Limit of One Million Dollars ($1,000,000.00) primary coverage per occurrence for personal injury or bodily injury or death and for damage to property, and will provide for Fifty Million Dollars ($50,000,000.00) excess of primary for each occurrence and a deductible of Five Thousand Dollars ($5,000.00) for each occurrence. All deductibles payable under such policy or policies shall be paid equally by Licensor and Raiders. Such policy or policies shall stipulate that any other public liability and property damage insurance carried by the City, the County, the JPA, Raiders and/or Licensor, including insurance carried pursuant to Section 17.2 below, shall be excess and not contributory insurance. Said policy or policies shall

contain a standard cross-liability endorsement and an endorsement that a written notice of cancellation or of any material change in said policy or policies shall be delivered to Raiders, ten (10) days in advance of the specified date for cancellation or material change. The cost and expense of said policy or policies shall be a Football Event Expense paid by Licensor.

17.2 Raiders as Additional Insured

(a) In addition to the insurance provided for in Section 17.1 above, Licensor shall at all times take out and maintain in full force and effect a comprehensive public liability insurance policy or policies, in a form and with a company or companies reasonably acceptable to Raiders, insuring Licensor as named insured and the City, the County, the JPA and Raiders as additional insureds (by endorsement providing additional insureds with all rights and protections as are provided to the named insured) with respect to dates other than Football Events against all direct or contingent loss or liability for damages for personal injury or bodily injury, death or property damage arising or allegedly arising out of the ownership, maintenance or use of all or any portion of the OACC Complex, as well as any operations of or under the control of Licensor or Raiders (including automobile non-ownership) upon the OACC Complex. Licensor shall provide Raiders with a copy or copies of such policy or policies in each instance where Raiders is named as an additional insured. Said policy or policies shall provide minimum liability limits of One Million Dollars ($1,000,000.00) primary coverage, subject to a Fifty Thousand Dollar ($50,000.00) self insured retention, Fifty Million Dollars ($50,000,000.00) excess coverage for personal injury or bodily injury, death or property damage. The cost and expense of said policy or policies shall be paid by Licensor.

(b) Licensor shall at all times take out and maintain in full force and effect a comprehensive casualty and property insurance policy or policies, in a form and with a company or companies reasonably acceptable to Raiders, insuring Licensor as named insured and the City, the County, the JPA and Raiders as additional insureds (by endorsement providing additional insureds with all rights and protections as are provided to the named insured) as their interests may appear against all direct or contingent loss or liabilities caused by or incurred as a result of the partial or complete destruction of Stadium Capital Improvements or other OACC Stadium real property owned by Raiders or any other property of Raiders affixed to the OACC Stadium. Licensor shall provide Raiders with a copy or copies of such policy or policies in each instance where Raiders is named as an additional insured. Said policy or policies shall provide for a minimum amount of coverage equal to the then

current replacement cost of Stadium Capital Improvements or other OACC Stadium real property, improvements or fixtures constructed by or owned by Raiders. The cost and expense of said policy or policies shall be paid by Licensor.

(c) Each policy or policies described in this Section 17.2 may provide for a deductible or self-insurance retention of up to One Hundred Thousand Dollars ($100,000.00) for each claim to be satisfied by Licensor. Said policy or policies shall stipulate that any public liability and property damage insurance carried by the City, County and/or Licensor pursuant to this Section 17.2 shall be excess over and shall not contribute with any other public liability or property damage insurance which may be available to Licensor, City, County or Raiders in connection with a loss also covered by the insurance to be provided for by this subsection. Said policy or policies shall contain a standard cross-liability endorsement and an endorsement that a written notice of cancellation or of any material change in said policy or policies shall be delivered to Raiders, ten (10) days in advance of the specified date for cancellation or material change. Licensor shall require all users of the OACC Stadium to name Raiders as an additional insured on all policies said user provides to Licensor for the use of the OACC Stadium. Licensor shall further require that such policies shall expressly state that the insurance so provided is primary insurance and that any other insurance available to Licensor, the City, the County, the JPA or Raiders shall be in excess of, and shall not contribute with the insurance provided by the user. The cost and expense of said policy or policies shall be paid by Licensor.

17.3 Earthquake Coverage. Nothing in this Part 17 shall require Licensor or Raiders to take out or maintain in full force or effect any insurance policy or insurance policies insuring against damage to the OACC Stadium or Stadium Capital Improvements caused by earthquake. Notwithstanding the preceding sentence, if Licensor shall elect to take out and maintain in full force and effect such an earthquake policy or such earthquake policies, Licensor shall name the City, the County and the JPA as additional insureds fully and Raiders as an additional insured with respect to Stadium Capital Improvements only. Licensor shall be solely responsible for the cost of any such earthquake coverage.

17.4 Waiver of Subrogation. Licensor hereby releases Raiders, and Raiders hereby releases Licensor, from any and all claims or demands for damages, loss, expense or injury to the OACC Stadium, or to the furnishings and fixtures and equipment, or inventory or other property of either Licensor or Raiders in,

about or upon the OACC Stadium, as the cause may be, which is caused by or results from perils, events or happenings which are the subject of insurance carried by the respective parties and in force at the time of any such loss; provided, however, that such waiver shall be effective only as to the extent of the insurance coverage. Licensor shall advise such insurer providing insurance pursuant to this Part 17 of these waiver of subrogation provisions and obtain the insurer's consent thereto.

18. TAXES

18.1 Existing Taxes. Licensor will pay prior to delinquency any tax imposed on the right of Raiders to own or occupy the Stadium Capital Improvements; provided, however, that Raiders shall be solely responsible for payment of any Excluded Taxes. Raiders shall be solely responsible for payment of any income taxes and any other taxes imposed by any governmental agency based on the ownership or operation of its football franchise including but not limited to the City of Oakland Business Tax (except under the circumstances and to the extent provided for in Section 18.2 below) and taxes based upon the sale of souvenirs, novelties and other property as described in Part 8 above.

18.2 Future Taxes. In the event that (i) a tax which is not in effect as of the date of this License (other than any Excluded Taxes) is imposed by any of the East Bay Entities on admissions or the right to attend events including Football Events, (ii) a tax which is specifically directed at the operation of sports franchises or the ownership or use of the OACC Complex (other than an income or franchise tax, tax imposed on net income or an Excluded Tax) is imposed by any other level of government and the request for such tax is initiated by any of the East Bay Entities, (iii) there is an increase in the rate of any tax imposed by any of the East Bay Entities (except to the extent such increase constitutes an Excluded Tax) or (iv) there is an increase by any other level of government over the rates in effect as of the date of this License (except to the extent such increase constitutes an Excluded Tax) and the request for such increase is initiated by any of the East Bay Entities, and such new tax described in (i) or (ii) above or increase described in (iii) or (iv) above is specifically directed at admissions or the right to attend events including Football Events, at the operation of sports franchises or the ownership or use of the OACC Complex (other than an income or franchise tax or tax imposed on net income) East Bay Entities shall pay the full amount of such new tax or tax increase directly to the taxing authority or reimburse Raiders for the full amount of such taxes attributable to such increase in rates if Raiders elects or is required to pay such tax directly.

19. INDEMNIFICATION REGARDING OACC STADIUM OPERATIONS

19.1 Raiders. Raiders shall indemnify, hold harmless and defend the JPA and Licensor, and their respective, officers, agents, employees, consultants and members of their governing boards, and each of them, from any and all claims, demands, actions, causes of action from parties other than East Bay Entities and all loss, liability, damages and costs (including reasonable attorneys' fees of counsel selected by Licensor) related to the use or operation of the OACC Complex arising out of the negligent or intentional act or omission of Raiders and its partners, agents and employees.

19.2 Licensor. Licensor shall indemnify, hold harmless and defend Raiders and Released Persons from any and all claims, demands, actions, causes of action from parties other than Raiders, and all loss, liability, damages and costs (including reasonable attorneys' fees of counsel selected by Raiders) related to the use or operation of the OACC Complex arising out of the negligent or intentional act or omission of Licensor or East Bay Entities or Licensor's or East Bay Entities' directors, officers, agents or employees.

20. INSOLVENCY OR BANKRUPTCY

Upon the filing of a petition by or against Raiders under the United States Bankruptcy Code, Raiders, as debtor in possession, and any trustee who may be appointed agree as follows: (a) to perform each and every obligation of Raiders under this License until such time as this License is either rejected or assumed by order of the United States Bankruptcy Court; (b) to pay as reasonable compensation for use and occupancy of the OACC Stadium any amounts due pursuant to this License; (c) to reject or assume this License within sixty (60) days of the filing of such petition under Chapter 7 of the Bankruptcy Code or within one hundred twenty (120) days (or such shorter term as Licensor, in its sole discretion, may deem reasonable so long as notice of such period is given) of the filing of a petition under any other Chapter of the Bankruptcy Code; (d) to give Licensor at least forty-five (45) days prior written notice of any abandonment of the OACC Stadium (any such abandonment to be deemed a rejection of this License) (e) to do all other things of benefit to Licensor otherwise required under the Bankruptcy Code; (f) to be deemed to have rejected this License in the event of the failure to comply with any of the above; and (g) to have consented to the entry of an order by an appropriate United States Bankruptcy Court providing all of the above, waiving notice and hearing of the entry of same.

21. DEFAULT BY RAIDERS

21.1 Acts Constituting Defaults. In addition to the events specified as a default under this Section 21.1 or elsewhere in this License, the failure of Raiders (i) to pay any monetary obligations pursuant to Sections 3.1.3, 5.5, 8.1, 9.1, 13.2 and 17.1 of this License, within five (5) working days of Licensor's delivery to Raiders of an accounting for such amounts due, or (ii) to perform each covenant made under this License, including any abandonment of the OACC Stadium by Raiders, except as permitted by the Agreements, shall constitute a default hereunder and all such defaults shall also be considered defaults under the Master Agreement and other Related Agreements. However, Licensor shall not commence any action as a consequence of a default until the period of grace with respect thereto has elapsed, provided that such period of grace shall be in addition to the period during which Raiders may cure such default following the delivery of notice pursuant to California Code of Civil Procedure Section 1161.

21.1.1 Subject to Subparagraph 21.1.3 herein, Raiders shall have a period of thirty (30) working days from the date of written notice from Licensor within which to cure any default in the payment of any monetary obligations of Raiders under this License.

21.1.2 Raiders shall have a period of sixty (60) days from the date of written notice from Licensor within which to cure any other default under this License which is capable of being cured; provided, however, that with respect to any default which cannot reasonably be cured within sixty (60) days, the default shall not be deemed to be uncured if Raiders commences to cure within ten (10) working days from Licensor's notice and thereafter prosecutes diligently and continuously to completion all acts required to cure the default.

21.1.3 There shall be no period of grace with respect to any default by Raiders which is not specifically agreed to as capable of being cured. Licensor and Raiders stipulate that the only default not capable of being cured by Raiders is any sale, assignment, mortgage, pledge, hypothecation, encumbrance or other transfer of this License or any interest herein not authorized by Article 15 hereof or otherwise.

21.2 Right to Cure Default. All covenants and agreements to be performed by any party under the terms of this License shall be performed by such party at its sole cost and expense. If either party shall be in default of its obligations under this License to perform any act hereunder, and if such default is not cured within the applicable grace period (if any), the other

party may, but shall not be obligated to, perform any such act on the other party's behalf without waiving its rights based upon any default and without releasing the other party from any of its obligations. All sums so paid by either party and all incidental costs related thereto, together with interest thereon at the maximum legal rate of interest under California law from the date of such payment or the occurrence of such cost whichever occurs first, shall be paid by the defaulting party to the other party on demand.

22. CONDEMNATION

22.1 Complete Taking. If all or substantially all of the OACC Complex is taken for a public or quasi-public use through the exercise of the power of eminent domain or is transferred as a result of the threat of the exercise of the power of eminent domain, (a "Complete Taking"), this License shall cease and terminate as of the date the condemning authority acquires possession of the area taken.

22.2 Temporary Taking. If a part of the OACC Complex is taken for a public or quasi-public use through the exercise of the power of eminent domain or is transferred as a result of the threat of the exercise of the power of eminent domain, and the area taken can reasonably be expected to be replaced by the commencement of the third (3rd) Football Season (counting a partial season as a Football Season) after the date of the taking (a "Temporary Taking") and the Temporary Taking does not interfere with the playing of Football Events or does not materially reduce seating capacity of the OACC Stadium or the number of vehicles capable of parking at the OACC Complex as such existed prior to the Temporary Taking, this License as it relates to the area taken and for the period taken or until the area taken is replaced, shall cease and terminate as of the date the condemning authority acquires possession of the area taken, but shall remain in full force and effect as to the portions thereof which were not the subject of the Temporary Taking. If the Temporary Taking does interfere with the playing of Football Events, or materially reduces the seating capacity of the OACC Stadium or the number of vehicles capable of parking at the OACC Complex as such existed prior to the Temporary Taking, then Licensor or Raiders shall have the option exercisable for thirty (30) days after the condemning authority takes possession of the area taken to terminate this License, in which event this License shall terminate as of the date the authority takes possession of the area subject to the Temporary Taking or the date designated by Raiders or Licensor in its election to terminate between the end of the then current Football Season and the commencement of the next-succeeding Football Season, whichever first occurs, and the Temporary Taking shall be treated as a Complete Taking. If

neither Licensor or Raiders elects to terminate, this License shall remain in full force and effect.

22.3 Partial Taking. If only a part of the OACC Complex is taken for a public or quasi-public use through the exercise of the power of eminent domain or is transferred as a result of the threat of the exercise of the power of eminent domain (a "Partial Taking") and such Partial Taking does not result in (a) any interference with the playing of Football Events; (b) any material reduction in the seating capacity of the OACC Stadium; or (c) any material reduction in the number of motor vehicles capable of parking at the OACC Complex as such existed prior to the Partial Taking, this License shall remain in full force and effect as to the portions thereof which were not the subject of the Partial Taking. If there is a Partial Taking, and (x) the area taken cannot reasonably be expected to be replaced by the commencement of the third (3rd) Football Season (counting a partial season as a Football Season) after the date of the Partial Taking, or (y) the Partial Taking does interfere with the playing of Football Events, or materially reduces the seating capacity of the OACC Stadium or the number of vehicles capable of parking at the OACC Complex as such existed prior to the Partial Taking, then Licensor or Raiders shall have the option exercisable for thirty (30) days after the condemning authority takes possession of the area taken to terminate this License, in which event this License shall terminate as of the date the authority takes possession of the area subject to Partial Taking or the date designated by Raiders or Licensor in its election to terminate between the end of the then current Football Season and the commencement of the next-succeeding Football Season, whichever first occurs, and the partial Taking shall be treated as a Complete Taking. If neither Licensor or Raiders elects to terminate, this License shall remain in full force and effect.

22.4 Award. All funds paid in connection with and all proceeds of any award or settlement paid as compensation for a Complete Taking, Temporary Taking or Partial Taking shall be paid to Licensor, except that: (i) to the extent that any portion of the award is for (a) moving or other relocation expenses of Raiders or (b) property owned by Raiders, such portion shall be paid to Raiders; and (ii) to the extent that any portion of the award is for (x) loss of Raiders' business or good will or (y) the value of the unexpired term of this License, such portion shall be paid to Raiders in the amount, if any, which exceeds the portions of the amounts of principal and interest then owing by Raiders under the Loan Agreement which are recourse obligations.

23. RELATIONSHIP OF PARTIES

Licensor and Raiders are independent contracting parties and no relationship between them as employer and employee, partners, joint venturers or otherwise shall be created by this License Agreement. Licensor shall in no event be responsible or liable for the payment of any contributions or taxes for Social Security, Workmen's Compensation Insurance, Unemployment Insurance, or retirement benefits, pensions or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries or other remuneration paid to persons employed by Raiders for work performed under the terms of this License and Raiders shall notify all persons it pays remuneration or employs of same. Nothing in this Section 23 is intended to create any third party reliance between Licensor and any third party or Raiders and any third party.

24. NON-WAIVER

No delay or omission to exercise any right or remedy accruing to Licensor or Raiders, respectively, shall impair any right, power or remedy granted to Licensor or Raiders, respectively, or be construed to be a waiver of any similar or subsequent breach or default; provided, that neither party may delay or omit to exercise any right or remedy for a period as would cause the other party to justifiably and detrimentally rely on the fact that such a right or remedy would not be exercised. Any waiver of either party of a breach by the other party shall not be, or be construed to be, a waiver of any subsequent breach. No waiver shall be implied and each and every waiver of any kind by Licensor or Raiders, respectively, of any provision or condition of this License must be written and signed by Licensor or by Raiders, respectively.

25. REMEDIES

Unless otherwise specifically provided herein, all covenants and agreements to be performed by either party hereto under the terms of this License shall be performed by that party at its sole cost and expense. The services, covenants, and obligations on each party's part to be performed are unique and cannot be replaced and it would be difficult, if not impossible, to fully compensate such nondefaulting party by the payment of monetary damages and a breach or default will cause the nondefaulting party great and irreparable injury and damage. Therefore, the parties agree that the nondefaulting party will be entitled to seek a decree of specific enforcement for the breach of any of the obligations hereunder. If for any reason a decree of specific enforcement is not available in connection with the breach of this License, the nondefaulting party shall be entitled

in the alternative, subject to the limitations set forth in Section 10.2 of the Master Agreement, to seek to recover the full monetary damages available at law or in equity as a result of such breach or default.

26. UNAVOIDABLE DELAYS OR OCCURRENCES

26.1 Description. Subject to the specific conditions hereinafter set forth, neither Licensor nor Raiders shall be obligated to perform any term or condition of this License on its part to be performed and their time of performance shall be extended by the number of days elapsing during the period such performance is prevented by an event of Force Majeure. This License shall not terminate by reason of the occurrence of Force Majeure, irrespective of whether or not the OACC Stadium becomes untenantable, except as otherwise provided herein or in the Agreements.

26.2 Effect. Except as otherwise provided in this License, for any period of this License that Raiders is prevented by reason of Force Majeure from playing Football Events in the OACC Stadium in accordance with the schedule of the NFL in any Football Season, Raiders may, in accordance with the terms of the Master Agreement, play Football Events in any other stadium located in the principal marketing area of Raiders that is reasonably available for use by Raiders, and if no stadium is reasonably available on reasonable terms in Raiders' principal marketing area, in an available stadium that is as close to Raiders' principal marketing areas as is reasonably possible.

26.3 Right to Use. Licensor shall have, and hereby reserves the right to use the OACC Stadium for any purpose during any period that Raiders is prevented by Force Majeure from playing Football Events in the OACC Stadium. All revenue received by Licensor during any such period shall be retained by Licensor and Raiders shall not be entitled to any part thereof.

27. BINDING ARBITRATION

27.1 New License Provisions. In addition to all other provisions set forth in this License, Raiders and Licensor agree to negotiate and bargain with each other in good faith with respect to the terms and conditions of all other subjects normally contained in this type of license agreement. If Raiders and Licensor are not able to agree upon the terms and conditions of these other subjects, they shall jointly submit these terms and conditions to a panel of three (3) arbitrators for binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association who shall be appointed as follows: (i) within ten (10) days of such submission, each party

shall appoint an arbitrator by written notice to the other party, and (ii) after both arbitrators have been so appointed, the two appointed arbitrators shall within ten (10) days select a third neutral arbitrator. If the arbitrators are unable to agree upon a third arbitrator, the third arbitrator shall be selected by the Chief Judge of the U.S. Court of Appeals for the Ninth Circuit. In determining the terms and conditions of the unresolved subjects, the arbitrators may consider (i) the terms and conditions applicable to other NFL franchisees, (ii) the physical capacity of the OACC Complex, (iii) the rights of other licensees to the OACC Complex, (iv) the objective of providing a high level of service and amenities to Raiders, (v) the interest of spectators in having a modern, efficient, safe, comfortable and convenient stadium in which to view football games, (vi) the cost of providing the disputed item and anticipated revenue therefrom, and how such cost is borne or shared and how such revenue is shared by other NFL football stadia and their NFL licensees, and (vii) any other similar factors. It is understood and agreed that this arbitration provision shall not apply to any dispute or controversy relating to or arising out of the performance of nonperformance of any of the other terms or conditions of this License or any Related Agreements unless mutually agreed to by the parties pursuant to Section 27.2. The parties shall each bear one-half of the costs and expenses of this arbitration, excluding their own costs and expenses, which each party shall bear itself. The arbitration hearing shall take place at Oakland, California, within thirty (30) days of the appointment of the arbitrators, at such time and place as they select. The arbitrators shall give written notice of the time and place of the hearing to both parties at least ten (10) days prior to the hearing. Upon the conclusion of the hearing, the arbitrators shall within ten (10) days execute and acknowledge their decision and deliver a copy to each party. The decision of a majority of the arbitrators shall be binding and conclusive (subject to confirmation pursuant to California Code of Civil Procedure Section 1285 et seq.) and shall not be subject to appeal.

27.2 License Disputes. In the event of a dispute between Licensor and Raiders involving performance under this License or interpretation of any of its terms and conditions, Raiders and Licensor may agree to submit such disputes to arbitration in accordance with the procedure established pursuant to Section 27.1.

28. ACCOUNTING

East Bay Entities agree to permit any person designated by Raiders, at Raiders' expense, to examine the financial records of East Bay Entities pertinent to payments by East Bay Entities to Raiders under this License of revenues received from third

parties. If, as a result of such examination, it is determined that the amount of any payment actually made by East Bay Entities to Raiders is less by five percent (5%) or more than the amount which should have been paid, then East Bay Entities shall reimburse Raiders upon demand for the costs of such examination.

29. TICKET INFORMATION

Upon termination of this License, if Raiders relocates its NFL franchise outside of Northern California, Raiders will make available to East Bay Entities all pertinent information it possesses concerning the identities, addresses and other information concerning the holders of Seat Rights, Suites and Football Tickets for the previous Football Season.

30. TIME AND NOTICE

30.1 Time. Time is of the essence of this License and all of its provisions.

30.2 Notice. Unless otherwise provided in any Related Agreement, all notices, requests, demands, consents, approvals and other communications required or permitted to be given or delivered under the Agreements shall be in writing and shall be considered given and received either (a) when delivered in person to the recipient as named below, (b) on the first business day after deposit in a sealed envelope, delivery prepaid, addressed to the party, with Federal Express or similar courier service guaranteeing overnight delivery, (c) on the fifth day after deposit in the United States Postal Service, in a sealed envelope, either registered or certified mail, return receipt requested, postage prepaid, addressed to the party, or (d) on the date of delivery shown in the records of the telegraph company after transmission to the party at the following address:

LICENSOR: Oakland-Alameda County Coliseum
Nimitz Freeway and Hegenberger Road
Oakland, CA 94621

RAIDERS: Los Angeles Raiders
332 Center Street
El Segundo, CA 90245
Attn: Amy Trask

30.3 Change of Address. The addresses set out above may be changed from time to time by written notice in compliance with this section.

31. BINDING AND INUREMENT EFFECT

This License, subject to the provisions of Part 15 on assignments, shall bind and inure to the benefit of parties to this License and their respective successors and assigns. Notwithstanding any provision to the contrary in the Agreements, upon termination of the Coliseum Operating Agreement, all rights and obligations of Licensor pursuant to this Operating License shall be assigned to and assumed by the JPA, jointly and severally, or such East Bay Entity as they may designate, as if the JPA or such designee, as the case may be, were a party hereto, and such assignment and assumption shall be effective without further action by any party.

32. PAYMENTS

Any amounts payable under this License shall be paid in lawful money of the United State of America. Any amount due to Licensor or Raiders that is not paid when due shall bear interest from the date due until paid at the maximum legal rate permitted under California law.

33. RIGHT OF ENTRY TO EXCLUSIVE AREA

Licensor and Licensor's employees and agents shall have the right to enter the Exclusive Area upon the giving of reasonable notice and during regular business hours to inspect the area, to supply any service Licensor is required to provide, to alter, or repair the areas or the OACC Stadium including locating tools, scaffolds, equipment and other items required for the work to be performed; provided, however, that such entry shall not interfere with Raiders' use of the Exclusive Area. Licensor shall have a key to unlock all doors leading into the Exclusive Area solely for the purposes of exercising its rights under this paragraph.

34. ATHLETIC FACILITIES WARNING

California Civil Code Section 1812.97 provides the following:

> WARNING: USE OF STEROIDS TO INCREASE STRENGTH OR GROWTH CAN CAUSE SERIOUS HEALTH PROBLEMS. STEROIDS CAN KEEP TEENAGERS FROM GROWING TO THEIR FULL HEIGHT; THEY CAN ALSO CAUSE HEART DISEASE, STROKE AND DAMAGED LIVER FUNCTION. MEN AND WOMEN USING STEROIDS MAY DEVELOP FERTILITY PROBLEMS, PERSONALITY CHANGES, AND ACNE. MEN CAN ALSO EXPERIENCE PREMATURE BALDING AND

DEVELOPMENT OF BREAST TISSUE. THESE HEALTH HAZARDS ARE IN ADDITION TO THE CIVIL AND CRIMINAL PENALTIES FOR UNAUTHORIZED SALE, USE, OR EXCHANGE OF ANABOLIC STEROIDS.

This notice shall be conspicuously posted in all locker rooms.

35. COMPLIANCE WITH LAWS

Subject to the provisions hereof, Licensor and Raiders shall each comply with all rules, regulations, ordinances, laws, orders and judgments of any governmental entity or any private entity, except for any private entity assuming Licensor's rights and obligations hereunder, having jurisdiction over the OACC Complex or Licensor or Raiders, in the performance of their respective obligations under this License. Raiders shall not create or permit to exist any nuisances or waste of the areas licensed under this License.

36. POST-SEASON RENT.

For each Post Season game played at the OACC Stadium prior to expiration of the term of the Operating License, the NFL shall pay to Coliseum a sum equal to twelve percent (12%) of the Football Ticket Revenues collected with respect to each such game, payable to Coliseum pursuant to standard NFL practice.

DATED: August 7, 1995.

LICENSOR:

OAKLAND-ALAMEDA COUNTY COLISEUM, INC., a California non-profit corporation

By George Vukovich
President

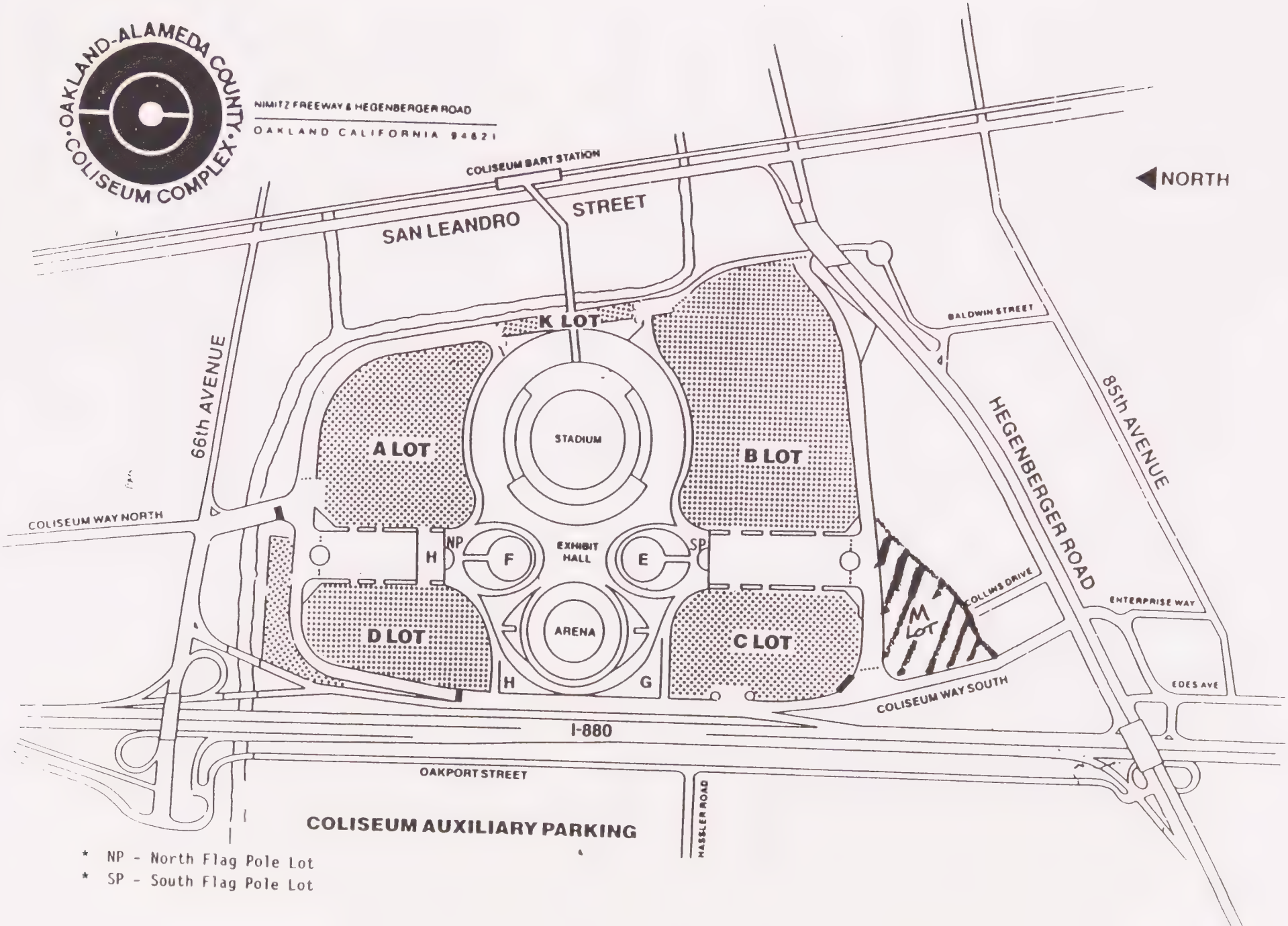
RAIDERS:

LOS ANGELES RAIDERS, a
California Limited Partnership

By A.D. Football, Inc.
a California corporation,
its General Partner

By _____
Its President

August 3, 1995



* NP - North Flag Pole Lot
* SP - South Flag Pole Lot

EXHIBIT 1 & 2

EXHIBIT C
LOAN AGREEMENT

THIS LOAN AGREEMENT, dated as of August 7, 1995, is by and between (i) OAKLAND-ALAMEDA COUNTY COLISEUM FINANCING CORPORATION, a California non-profit corporation, and (ii) the LOS ANGELES RAIDERS, a limited partnership organized and existing under the laws of the State of California.

W I T N E S S E T H:

WHEREAS, Raiders and East Bay Entities have entered into a Master Agreement dated August 7, 1995 (the "Master Agreement") and Related Agreements; and

WHEREAS, as part of the Master Agreement, and in consideration of Raiders' undertakings thereunder, Financing has agreed to make available Project Loans and Operations Loans to Raiders, and East Bay Entities have caused Financing to be formed to provide such loans to Raiders; and

WHEREAS, Financing proposes to provide such loans to Raiders upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the respective representations and covenants herein contained, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

SECTION 1.1. DEFINITION OF TERMS. Unless the context or terms of this Loan Agreement clearly indicate otherwise, the definitions contained in Exhibit A to the Master Agreement, as the same may be amended from time to time, shall govern the interpretation of capitalized terms contained herein and such definitions are hereby incorporated by reference.

ARTICLE II
THE LOANS

SECTION 2.1. THE STADIUM IMPROVEMENT LOAN. In accordance with the provisions of Section 2.4 and subject to the provisions of Section 2.7, Financing will make available a loan facility to Raiders to finance construction and development of the Stadium Capital Improvements (the "Stadium Improvement Loan") in an amount up to an estimated $85 million allocable to payments to contractors and for certain reserves as provided in Section 6

of the OACC Stadium Agreement, plus additional sums allocable to costs for design, permitting and other related project fees and costs related to such construction, plus all additional amounts necessary to complete the Stadium Capital Improvements in accordance with the OACC Stadium Agreement, and plus any sums to be paid by Raiders to acquire an interest in certain Suites under Section 3.2.1 of the Operating License and Section 2.4(E) of this Loan Agreement. The parties agree that each advance hereunder to Raiders of the Stadium Improvement Loan shall be used solely to construct the Stadium Capital Improvements and for no other purpose.

SECTION 2.2. THE TRAINING FACILITY PROJECT LOAN. In accordance with the provisions of Section 2.4 and subject to the adjustments and other provisions of Sections 2.7 and 2.8, Financing will make a loan in the amount of $10,000,000, to Raiders to finance construction and development of the Training Facility Project (the "Training Facility Project Loan"). The parties agree that each advance hereunder to Raiders of the Training Facility Project Loan shall be used solely for the purposes set forth in Sections 3.3(b) and 7.1 of the Master Agreement.

SECTION 2.3. THE OPERATIONS LOAN. In accordance with the provisions of Section 2.6 and subject to the adjustments and other provisions of Sections 2.7 and 2.8, Financing will make a loan in an amount up to $53,900,000 to Raiders for general purposes (the "Operations Loan").

SECTION 2.4 DISBURSEMENT OF THE PROJECT LOANS

(A) On the Effective Date, Financing shall make an advance of five million dollars ($5,000,000) to Raiders as an initial partial advance of the Training Facility Project Loan, and the other provisions of this Section 2.4 regarding disbursement procedures shall not apply to such initial advance. The balance of the Training Facility Project Loan shall be advanced in accordance with the provisions set forth below and other applicable provisions of this Loan Agreement, if and only if (i) Raiders has delivered to Financing, prior to requesting any such further advances of the Training Facility Project Loan, invoices marked paid showing that the $5 million initial advance thereof was applied for purposes permitted under Sections 3.3(b) and 7.1 of the Master Agreement, and (ii) all other conditions precedent set forth herein to the advance of the Training Facility Project Loan have been satisfied. Advances of the Project Loans by Financing to Raiders shall be considered made upon, and only upon, each disbursement of a Project Loan pursuant to this Loan Agreement, and upon each such disbursement, the amount of the disbursement shall be added to the outstanding

principal amount of the applicable Project Loan. Each Project Construction Fund shall be held by the Bond Trustee in such separate or other accounts as may be agreed upon by JPA and Bond Trustee, and no party other than JPA, Financing and the Bond Trustee shall have any right, title and/or interest in or to any Project Construction Fund, the establishment and control of which shall at all times be within the sole and exclusive authority of JPA, Financing and such trustees and other persons to whom JPA has granted such authority. Disbursements of any Project Loan for the uses permitted under Sections 2.1 and 2.2 will be made by Financing directly to the contractor, design professional or other person entitled thereto, upon receipt of the following with respect to each disbursement of such loan, all in form and substance satisfactory to Financing:

(1) a written disbursement request from Coliseum in the case of the Stadium Improvement Project and from Raiders in the case of the Training Facility Project (i) specifying the requested disbursement date, the recipient of the disbursement, the amount of the requested disbursement and the purpose for which such disbursement is to be used, which disbursement request shall be received by Financing at least ten (10) days prior to the requested disbursement date, (ii) certifying that the construction then completed for such Project has been completed in accordance with the applicable License Agreement for such Project, including, without limitation, any plans, specifications, work orders, construction schedules and budgets approved by East Bay Entities as provided therein, and (iii) certifying that the funds requested are a proper charge, in accordance with the budget established pursuant to the License Agreement for such Project, against the Project Construction Fund for such Project, and that each item for which payment is requested is or was necessary in connection with the construction of such Project;

(2) as to the Stadium Improvement Project, a certificate from the architect and general contractor retained pursuant to the OACC Stadium Agreement, and as to the Training Facility Project, a certificate from the architect and general contractor retained therefor by Raiders, respectively (i) certifying that the construction then completed with respect to such Project has been completed in accordance with the applicable License Agreement for such Project, including, without limitation, any plans, specifications, work orders, construction schedules and budgets as provided therein, (ii) certifying the percentage of completion of such Project, and (iii) certifying that the funds requested are a proper charge, in accordance with the budget established pursuant to the License Agreement for such Project, and that each item for which payment is requested is or

was necessary in connection with the construction of such Project; and

(3) evidence that the insurance required to be maintained pursuant to the License Agreement for such Project is in full force and effect, is not cancellable except upon thirty (30) days' prior written notice to Financing, and that Financing is named as an additional insured or loss payee (as applicable), as its interests may appear, with respect to all such insurance.

(B) The first disbursement from a Project Loan will not be made until the later of (i) the Effective Date, (ii) the date that Raiders has executed and delivered, free of any escrow or other conditional delivery, the Master Agreement, the Operating License, the OACC Stadium Agreement, the Marketing Agreement, the Revenue Trust Agreement, and this Loan Agreement and the License Agreement relating to the corresponding Project, and (iii) the date that Raiders has complied with all of the terms and conditions, if any, of the License Agreement relating to such first disbursement of a Project Loan. Disbursements of any Project Loan need not be made if: (1) prior to Substantial Completion of the Project, such Project is materially damaged by fire or other casualty and not repaired, unless East Bay Entities actually receive insurance proceeds or a cash deposit from Raiders sufficient to pay for the repair of such Project in a timely manner or to repay the amount of prior disbursements applied to such Project to the extent such Project is not repaired; (2) prior to Substantial Completion of the Project, any condemnation or eminent domain proceeding which would result in a Complete Taking is commenced against such Project by a governmental entity other than any of the East Bay Entities; (3) Financing reasonably believes that withholding a disbursement in whole or in part is required by California mechanics' lien or stop notice laws; or (4) Raiders is in material breach of or in default under (a) this Loan Agreement with respect to such loan, including without limitation the provisions of Article VI hereof, or (b) the OACC Stadium Agreement with respect to the Stadium Improvement Project or any event has occurred which with the giving of notice or passage of time or both would constitute a breach or default of the type described in (a) or (b) above.

(C) All moneys remaining in the Stadium Improvement Fund after the Completion Date of the Stadium Improvement Project shall be used in the manner directed by JPA for additional improvements to the OACC Stadium. All moneys remaining in the Training Facility Project Construction Fund after the Completion Date for such Project shall be disbursed to Raiders upon establishment of the Completion Date for such Project as provided in Section 2.5; provided, however, that Raiders hereby agrees that any remaining amounts so disbursed shall be used by Raiders

exclusively for any combination of capital expenditures for the improvement of the Permanent Training Facility, the Stadium Capital Improvements, the Raider Room or the Exclusive Area.

(D) In the event the moneys in the Stadium Improvement Fund available for payment of the Costs of Construction of the Stadium Improvement Project (as set forth in the budget established pursuant to the OACC Stadium Agreement) should at any time be insufficient to pay the remaining costs thereof in full, Financing agrees either (1) to cause to be deposited in the Stadium Improvement Fund moneys sufficient to pay any costs of completing the Stadium Improvement Project in excess of the moneys available for such purpose in such fund, or (2) to pay directly when due, without requesting any reimbursement or disbursement therefor from Raiders, all costs of completing that Project until the funds in the Stadium Improvement Fund are sufficient to pay the remaining Costs of Construction of that Project. Without limiting or intending to limit Financing's duty to loan Raiders all costs of the Stadium Improvement Project as described elsewhere in this Loan Agreement, Financing nevertheless makes no express or implied promise that the moneys deposited or held in the Stadium Improvement Fund will at any given time equal all amounts which may be due or incurred for such Costs of Construction. Raiders acknowledges and agrees that no East Bay Entity shall be obligated to loan or otherwise pay or advance in excess of $10 million with respect to the Training Facility Project Loan plus such amounts as may be added thereto pursuant to Section 2.8. Except as otherwise expressly provided in the Agreements, Raiders agrees that if, after the advances of the Training Facility Loan pursuant to this Loan Agreement, Raiders should elect to pay any portion of such excess Costs of Construction of the Training Facility Project, Raiders shall not be entitled to any reimbursement or credit therefor from Financing or any other East Bay Entity.

(E) Notwithstanding any other provision of this Loan Agreement, if Raiders shall be required, pursuant to Section 3.2.1 of the Operating License, to purchase a one half interest in certain Suites from the Athletics, Financing shall cause the amount of any such payment to be disbursed to the Athletics on or before the due date of such payment, whereupon such disbursement shall be treated as a partial advance of the Stadium Improvement Loan (in addition to the Total Cost as defined in the OACC Stadium Agreement) equal to the amount of such payment.

SECTION 2.5. ESTABLISHING PROJECT COMPLETION DATE

(A) The "Completion Date" of a Project shall be as defined in the License Agreement for such Project. To establish

the Completion Date for a Project, and in addition to fulfilling all other requirements for establishment of the Completion Date for a Project pursuant to the License Agreement for such Project, Financing shall obtain from the architect for the Stadium Improvement Project, and Raiders shall obtain from the architect for the Training Facility Project, respectively, a certificate to Financing, for the benefit of Financing and other persons designated by Financing, stating the total Costs of Construction of such Project and further stating that construction of such Project has been completed substantially in accordance with the License Agreement for such Project, including, without limitation, the plans, specifications, work orders, construction schedules and budgets approved by the parties required under the applicable License Agreement to approve the same, as provided therein, and in a good and workmanlike manner, and all labor, services, materials and supplies and all other costs and expenses incurred in connection with construction have been paid for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights of the architect or others against third parties for the payment of any amount not then due and payable which exist at the date of such certificate or which may subsequently exist. The certificates of completion required under this Section 2.5(A) shall be accompanied by the last required certificate of occupancy for the applicable Project, if available.

(B) Notwithstanding receipt of a certificate with respect to any Project or anything to the contrary contained in this Section 2.5 or the License Agreement for such Project, the Completion Date of that Project shall not be deemed to have occurred until either (1) expiration of the period in which liens, claims or stop notices may be filed against that Project or otherwise served under applicable law in connection with any labor, services, materials or supplies used in construction of such Project, or (2) if permitted by Financing, Financing shall have been furnished with lien waivers or releases satisfactory to Financing with respect to the costs of labor, services, materials and supplies included in prior disbursements, executed by the party or parties providing such labor, services, materials or supplies. In addition, if any such liens, claims or stop notices have been filed, received or served, the Completion Date of the Project shall not be deemed to have occurred until such liens, claims or stop notices which have been received or served shall have been discharged, released or withdrawn, unless Coliseum in the case of the Stadium Improvement Project, or Raiders in the case of the Training Facility Project, provides Financing with a bond or bonds satisfactory to Financing to indemnify Financing and the East Bay Entities from all loss, cost and expense with respect to such liens, claims or notices.

SECTION 2.6 DISBURSEMENT OF THE OPERATIONS LOAN

(A) Subject to the provisions of Sections 2.6(B) and 2.7 hereof, the Operations Loan shall be disbursed to Raiders as follows:

(1) An initial loan advance of thirty-one million nine hundred thousand dollars ($31,900,000) which shall be paid to Raiders on the Effective Date by wire transfer of immediately available funds to an account designated by Raiders.

(2) A loan of eighteen million dollars ($18,000,000), reduced by the amount of any payment prior to the Effective Date made under Section 7(b) of the Document Delivery Letter, which shall be made by Financing in incremental advances as and to the extent certain Football Related Revenues are received, as further described in Section 6.2(b) of the Master Agreement and applicable provisions of the Revenue Trust Agreement.

(3) A loan of four million dollars ($4,000,000) which shall be made by Financing to Raiders on February 1, 1996.

(B) It shall be a condition to Financing's obligation to make each disbursement of the Operations Loan that Raiders shall have delivered on or before the date of such disbursement an irrevocable and unconditional stand-by letter of credit substantially in the form attached hereto as Exhibit 1 and in any event in form and substance reasonably satisfactory to Financing (each, a "Letter of Credit"). Each Letter of Credit shall:

(1) be issued for at least the amount of such Operations Loan disbursement plus interest estimated to be due thereon through the expiration date of the Letter of Credit computed at the highest rate applicable to the Bonds, and with an expiration date of January 31, 1996, or such earlier date as may be selected by Financing,

(2) be capable of being drawn by Financing through delivery of a Drawing Certificate in the form attached hereto as Exhibit 2,

(3) be issued by a lending institution reasonably satisfactory to Financing, and

(4) be capable of being drawn by Financing if Raiders fails to renew such Letter of Credit at least thirty (30) days prior to the date on which such Letter of Credit expires pursuant to its terms.

Each Letter of Credit shall terminate on October 2, 1995, if, on that date, there is neither an order of court enjoining or otherwise prohibiting Raiders from operating its franchise at the OACC Stadium nor a lawsuit pending which seeks that relief, and which, in either case, is premised in whole or in part on an alleged obligation of Raiders to play its Football Events at a location other than the OACC Stadium during the 1995 Football Season or thereafter (provided that lawsuits by members of the public (excluding the NFL, other NFL teams, and other stadiums or venues) seeking rights to view Raiders games in person, or rights to purchase football tickets or have preferential treatment for the same, or other relief as to which an opinion from reputable counsel is delivered by Raiders to Financing stating in effect that the action seeking such other relief is without merit, shall not be included within the foregoing). If the foregoing condition is satisfied, Financing shall notify in writing the issuer of each Letter of Credit on October 3, 1995, that each Letter of Credit is terminated and may no longer be drawn upon and shall further execute and deliver to such issuer such further written confirmation thereof as may be reasonably requested in connection therewith, and each such Letter of Credit shall thereupon be deemed terminated (and shall not be terminated by any other means).

If on October 2, 1995, there is either an order of court enjoining or otherwise prohibiting Raiders from operating its franchise at the OACC Stadium, or a lawsuit pending which seeks that relief, and which, in either case, is premised in whole or in part on an alleged obligation of Raiders to play its Football Events at a location other than the OACC Stadium during the 1995 Football Season or thereafter (provided that lawsuits by members of the public (excluding the NFL, other NFL teams, and other stadiums or venues) seeking rights to view Raiders games in person, or rights to purchase football tickets or have preferential treatment for the same, or other relief as to which an opinion from reputable counsel is delivered by Raiders to Financing stating in effect that the action seeking such other relief is without merit, shall not be included within the foregoing), then each letter of credit shall not terminate, and Financing shall have the right to draw upon each Letter of Credit within thirty (30) days after either (i) the date any such order or an order in any such lawsuit (not excluded by the above proviso) becomes final, binding and unappealable, or (ii) the date Raiders gives written notice to Financing stating that any such order or an order in any such lawsuit (not excluded by the above proviso) has become final, binding and unappealable (it being Financing's sole option to determine without notice to any person which of such dates begins such 30 day period).

Any amount drawn by Financing under any Letter of Credit because of Raiders' failure to renew such Letter of Credit as provided in subsection (4) above shall be paid to Raiders by Financing upon the earlier of (1) ten (10) days after delivery to Financing of a Letter of Credit for such amount which complies with the requirements of this Section 2.6 and (2) the first (1st) business day following the date on which the Letter of Credit is to be terminated under the provisions set forth above. In no event shall any draw under a Letter of Credit in accordance with the terms thereof be deemed to excuse or modify any obligation of Raiders to perform its obligations under the Operating License or its obligations under the other Agreements, or to prevent or impair the rights of termination granted to East Bay Entities under Section 8.1(d) of the Master Agreement or other applicable provisions of the other Agreements, except that amounts paid to Financing (and not returned as provided above) pursuant to each draw under a Letter of Credit shall be credited first to accrued but unpaid interest, and then to outstanding principal, of the Operations Loan.

SECTION 2.7. TERMINATION OR DELAY OF FUNDING.

(A) Notwithstanding any provision of this Loan Agreement to the contrary, in the event (1) East Bay Entities have been enjoined by the explicit terms of an order of a court of competent jurisdiction or prohibited by the explicit terms of valid legislation from making any or all advances of any loan under this Loan Agreement to Raiders (other than litigation or legislation in any way promoted, aided, or abetted by, any of the East Bay Entities or any of their affiliates (it being understood that a resident of the City or County is not an affiliate of an East Bay Entity solely by virtue of its taxpayer status)) or (2) Raiders has been enjoined or otherwise prohibited by the explicit terms of an order of a court of competent jurisdiction from relocating its NFL franchise to or operating such franchise at the OACC Stadium and such order is premised in whole or in part on an alleged obligation of Raiders to play its Football Events at a location other than the OACC Stadium during the 1995 Football Season or thereafter, the date for making any advance subsequent to the effective date of such order or legislation shall be the later of the date specified in this Loan Agreement for such advance and the date of final determination that such prohibition is not legally valid and binding or legally enforceable. Notwithstanding clause (2) of the immediately preceding sentence, the portion of the Operations Loan described in Section 2.6(A)(1) and (2) shall be advanced to Raiders on the Effective Date notwithstanding any circumstance described in such clause (2) (provided that all other conditions precedent to such advances under applicable provisions of the Agreements have been satisfied). Notwithstanding the foregoing provisions of this

conditions specified in Section 6.4 of the OACC Stadium Agreement.

(C) Nothing in this Section 2.7 shall relieve Financing of its obligation to disburse Project Loan advances for any construction completed prior to the date on which funding is terminated or delayed pursuant to this Section 2.7, provided that such advances are requested in accordance with the procedures and certifications of Section 2.4 hereof.

SECTION 2.8. ADJUSTMENT OF TRAINING FACILITY PROJECT LOAN. To the extent the commencement of construction of the Training Facility Project is delayed as the result of the failure of East Bay Entities to comply in a material respect with their obligations under any of the Agreements, including, without limitation, obligations to obtain Approvals as set forth in the Master Agreement and to disburse the loans for such Project in accordance with Section 2.4 hereof, the loan amount set forth in Section 2.2 hereof, as applicable, shall be increased (but in no event decreased) to compensate for such delay by a percentage equal to the increase, if any, in the Construction Cost Index between the date upon which such obligations have been met and the date upon which such obligations were required to have been satisfied. In addition, the foregoing Project Loan amount shall be increased in accordance with the terms of the License Agreement for such Project by the amount of any costs relating to delays to the extent caused by the failure of East Bay Entities to comply in a material respect with any of their obligations under any of the Agreements, including the specific obligations enumerated above. Any such increases in the Training Facility Project Loan shall be offset by any savings resulting from change orders or other circumstances with respect to such Project. If it is later determined that any disbursements (or portions thereof) of the Training Facility Project Loan, including, without limitation, any increase in the Project Loan pursuant to this Section 2.8, should not have been made (for example by determination of the Arbitrator), Raiders shall promptly repay such amount to Financing within ten (10) days of demand by Financing. Any increase in the maximum loan amount provided in this Section 2.8 shall not limit any other rights and remedies Raiders may have under the Agreements.

ARTICLE III
REPAYMENT PROVISIONS

SECTION 3.1. REPAYMENT OF LOANS BY RAIDERS. Subject to Article V and the other provisions hereof, Raiders hereby agrees to pay to Financing the amounts of the loans advanced hereunder, together with interest on the aggregate unpaid principal amounts at a rate of ten percent (10%) per

annum, with respect to the Stadium Improvement Loan, the Training Facility Project Loan and the Operations Loan, in each case compounded annually, with unpaid interest added to principal, and with all unpaid principal and interest on all loans due forty (40) years from the date hereof. The following payments (and any payments pursuant to Section 3.4 and Section 3.5 hereof) shall be made by Raiders prior to maturity at the times specified, and shall be applied first to unpaid accrued interest and then to principal (except as otherwise specifically provided in this Loan Agreement, payments received from Raiders shall be allocated to the loans made under Article II hereof in proportion to the unpaid principal balances thereof at the time of such payments):

(A) Commencing on November 1, 1995, and on each subsequent anniversary date thereof until the expiration of the term of the Operating License, the amount of $6,200,000; and

(B) An amount equal to fifty percent (50%) of all Football Concession Net Revenues; and

(C) An amount equal to fifty percent (50%) of all Football Parking Net Revenues.

The parties acknowledge that the 50% of Football Concession Net Revenues and Football Parking Net Revenues set forth in clauses (B) and (C) above are the revenues from such sources allocated to JPA under Section 6.2 of the Master Agreement and corresponding provisions of the Revenue Trust Agreement, which shall be collected by JPA and applied as loan payments pursuant to this Loan Agreement, and the revenues from such sources allocated to Raiders under such Section 6.2 shall be retained by Raiders and not treated as a source of repayment hereunder. Notwithstanding the foregoing, in the event that Coliseum shall fail to pay the annual license fee to Raiders pursuant to Section 7.1 of the Operating License, Raiders shall not be required to pay that portion of any payment required by Section 3.1(A) hereof equal to the unpaid amount of such license fee until such license fee has been paid by Coliseum.

SECTION 3.2. ACCELERATION OF PAYMENTS. The maturity date of the amounts payable hereunder shall be accelerated and such amounts shall (subject to the limitations set forth in Article V of this Loan Agreement) automatically become due and payable together with interest accrued thereon upon termination pursuant to Article 8 of the Master Agreement, or upon the occurrence of an Event of Default (as hereinafter defined) which is continuing, in either case, subject to the provisions of Sections 4.1 and 5.1 hereof, all at the option of Financing exercisable in its sole discretion.

SECTION 3.3. SECURITY FOR PAYMENT. Raiders hereby grants to Financing a first-priority security interest in the 50% of Football Concession Net Revenues and Football Parking Net Revenues described in Section 3.1 hereof, to secure the obligations of Raiders under this Loan Agreement as well as certain other of the Agreements, and Raiders shall execute and deliver certain financing statements under the California Uniform Commercial Code with respect to such security interest (such security agreement and financing statements are herein collectively referred to as the "Security Instruments").

SECTION 3.4. MANDATORY PREPAYMENTS

(A) Except as otherwise provided in Section 16.1, Section 16.2 and Section 16.3 of the Operating License, in the event there is damage to a Project prior to or following the Completion Date of such Project, and as a result thereof Raiders receives insurance proceeds or other funds which will not be used to repair such damage (other than insurance or other proceeds, if any, that Raiders are otherwise entitled to retain), Raiders shall immediately pay such proceeds or other funds to Financing as a prepayment of the Project loan to which such proceeds or other funds relate, up to the unpaid balance thereof (including accrued interest) and Raiders shall receive a credit in the amount of such payment against the balance of such Project loan.

(B) In the event there is a Complete Taking or a Partial Taking of a Project prior to or following the Completion Date of the Project, and as a result thereof Raiders receives insurance proceeds, other funds or an award or settlement as compensation for such Complete Taking or Partial Taking (other than an award or portion thereof that Raiders is entitled to retain pursuant to Section 22.4 of the Operating License), Raiders shall immediately pay such proceeds, other funds, award or settlement to Financing as a prepayment of the Project loan to which such proceeds, other funds, award or settlement relate, up to the unpaid balance thereof (including accrued interest) and Raiders shall receive a credit in the amount of such payment against the balance of such Project loan.

SECTION 3.5. OPTIONAL PREPAYMENT. Raiders may, in its sole discretion, make prepayments of principal prior to the due dates otherwise specified herein, and such prepayments shall be credited in accordance with the provisions of Section 3.1 hereof; provided, however, that such prepayments shall not reduce or delay the amount of any payments due pursuant to Section 3.1(A), Section 3.1(B) or Section 3.1(C) hereof.

SECTION 3.6. REVERSION. Upon reversion of the Stadium Capital Improvements, the Permanent Training Facility or

the Hall of Fame to any of the East Bay Entities as provided in the Agreements, Raiders shall receive a credit against the then outstanding principal balance of the loans advanced under this Loan Agreement in an amount equal to the lesser of (A) the fair market value of the Stadium Capital Improvements, the Permanent Training Facility or the Hall of Fame, as the case may be, and (B) the then outstanding aggregate principal balance of the loans.

ARTICLE IV
EVENTS OF DEFAULT AND REMEDIES

SECTION 4.1. EVENTS OF DEFAULT. Any one of the following which occurs and continues shall, at the option of Financing, exercisable in its sole discretion, constitute an Event of Default hereunder:

(A) failure by Raiders to pay any amounts required to be paid under Sections 3.1 or 3.2 hereof at the times required; or

(B) failure of Raiders to observe and perform any covenant, condition, or agreement on its part required to be observed or performed by this Loan Agreement, other than making the payments referred to in (A) above, which continues for a period of fifty (50) days after written notice, which notice shall specify such failure and request that it be remedied, given to Raiders by Financing or the Bond Trustee, unless Financing and the Bond Trustee shall agree in writing to an extension of such time; provided, however, that if the failure stated in the notice cannot be corrected within such period, Financing and the Bond Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted within such period and diligently pursued until the default is corrected; or

(C) breach or default by Raiders of any covenant, condition, agreement, representation or warranty under any of the Agreements (other than this Loan Agreement), which breach or default continues for a period of fifty (50) days after written notice given by one or more other parties to such agreement; provided, however, that if the failure stated in the notice cannot be corrected within such period, Financing and the Bond Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted within such period and diligently pursued until the default is corrected; or

(D) an Act of Insolvency of Raiders; or

(E) failure of Raiders to execute and permit to be filed by Financing, any supplemental or continuing financing statement, including, without limitation, any financing statement required under the California Uniform Commercial Code, or any other documents or instruments necessary to evidence, perfect or continue Financing's security interests described in Section 3.3 hereof, within thirty (30) days after receipt of any such document or instrument from Financing in a form ready for execution.

Notwithstanding the foregoing or anything to the contrary contained herein, a default by Raiders under (1) the License Agreement for the Training Facility Project or (2) the OACC Stadium Agreement with respect to the Stadium Improvement Project shall constitute an Event of Default hereunder solely with respect to the corresponding Project Loan(s), and shall entitle Financing to exercise the remedies set forth in Section 4.2 hereof solely with respect to such Project Loan(s). Such a default shall not, in and of itself, constitute a default or Event of Default with respect to any other loan advanced hereunder or entitle Financing to exercise any of the remedies set forth in Section 4.2 with respect to any of the other loans advanced hereunder which are not then in default.

The provisions of subsections (A), (B), (C) and (E) of this Section are subject to the limitation that Raiders shall not be deemed in default if and so long as Raiders is unable to carry out its agreements hereunder by reason of Force Majeure. This limitation shall not apply to any default under Section 4.1(D) hereof. The foregoing provision shall not limit any rights of Raiders pursuant to any Force Majeure provision in any of the Agreements.

SECTION 4.2. REMEDIES ON DEFAULT. Whenever any Event of Default shall have occurred and shall continue, at the option of Financing, exercisable in its sole discretion, Financing shall have the following rights and remedies, subject to the provisions of Section 4.1 above and Article V below:

(A) To declare the unpaid balance of the loans payable under Section 3.1 of this Loan Agreement immediately due and payable upon written notice to Raiders of such acceleration;

(B) To enforce the rights of Financing under the Security Instruments; and

(C) To take whatever action at law or in equity as may be necessary or desirable to collect the payments and other amounts then due and thereafter to become due under this Loan Agreement, or to enforce performance and observance of

any obligation, agreement or covenant of Raiders under any of the Agreements.

In case Financing shall have proceeded to enforce its rights under this Loan Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to Financing, then, and in every such case, Raiders and Financing shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Raiders and Financing shall continue as though no such action had been taken.

SECTION 4.3. DEFAULT INTEREST. In the event Raiders or Financing should fail to make any of the payments as and when required under this Loan Agreement, such overdue payments shall thereafter bear interest until paid, to the extent permitted by law, at a default rate of interest equal to the Prime Rate plus 2%.

SECTION 4.4. NO REMEDY EXCLUSIVE. Subject to the provisions of Article V hereof, no remedy herein conferred upon or reserved to Financing or Raiders is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under any of the Agreements or now or hereafter existing, which is not in conflict with any of the Agreements, at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Financing or Raiders to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

SECTION 4.5. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement or covenant contained in this Loan Agreement should be breached by Raiders and thereafter waived by Financing, or breached by Financing and thereafter waived by Raiders, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE V
NONRECOURSE OBLIGATIONS

SECTION 5.1. SOURCE OF REPAYMENTS

(A) Except as provided in this Article V, any claim by Financing against Raiders based upon this Loan Agreement shall be nonrecourse as provided in this Article V and limited to satisfaction out of, and enforcement against, the payments and revenues described in Section 3.1 hereof; provided, that nothing contained in this Article V shall limit or diminish the credit to which Raiders is entitled on reversion of the Stadium Capital Improvements, the Permanent Training Facility or the Hall of Fame as provided in Section 3.6 hereof.

(B) The limitation on repayment sources described in Section 5.1(A) hereof shall not apply to:

(1) Periodic payments of principal and interest required to be paid by Raiders pursuant to Section 3.1 hereof which are not paid when due; or

(2) The unpaid balance (including accrued interest) of the loans payable under Section 3.1 hereof as the result of an Event of Default under Section 4.1(D) declared by Financing; or

(3) The unpaid balance of the Operations Loan to the extent such loan is accelerated by Financing pursuant to Section 3.2 hereof as a result of the termination of the Master Agreement pursuant to Section 8.1(d)(iii) or Section 8.1(d)(iv) thereof; or

(4) Any draw on any Letter of Credit pursuant to Section 2.6(C) hereof.

(C) Financing hereby acknowledges and agrees that no Released Person shall have any personal liability to Financing or the Bond Trustee or any other person for payment of any sums now or hereafter owing by Raiders under this Loan Agreement or for the performance of any of the obligations of Raiders contained herein, and further acknowledges and agrees that they shall not have the right to proceed against the Released Persons or against their respective properties and assets for satisfaction of any such payment, claim, or liability or for any deficiency judgment in respect thereof; provided, however, that nothing contained herein shall (1) be, or be deemed to be, a release or impairment of said indebtedness or any part thereof as against Raiders or of any Security Instrument or any other instrument or agreement securing the obligations of Raiders hereunder or (2) otherwise

limit or prejudice in any way the right to enforce any other rights or remedies under any of the Agreements, any Security Agreement, or any other instrument or agreement securing the obligations of Raiders hereunder or thereunder against the assets of Raiders; nor shall such limitation of liability apply to any Released Person who is a transferee of a fraudulent conveyance or transfer from Raiders. The foregoing acknowledgements, agreements, and waivers shall survive the termination of this Loan Agreement and shall be enforceable by any Released Person.

ARTICLE VI
CERTAIN PAYMENT PROCEDURES

Notwithstanding any other provisions of the Agreements, Financing and Raiders agree that on November 1, 1995, and on each anniversary date thereof, Raiders shall, after written notice by Financing to Raiders electing the same, pay to Financing the $515,000 difference between the payment amount set forth in clause (A) of Section 3.1 hereof and the payment amount set forth in Section 7.1 of the Operating License, in lieu of the separate payments stated therein, and for so long as such payments are otherwise required to be made.

ARTICLE VII
MISCELLANEOUS

SECTION 7.1. ASSIGNMENT. Raiders shall comply with the restrictions upon assignment and other applicable provisions of Section 15 of the Operating License.

SECTION 7.2. NOTICES. All notices, requests, demands, consents, approvals and other communications required or permitted to be given or delivered hereunder shall be in writing and shall be considered given and received either (a) when delivered in person to the recipient as named below, (b) on the first business day after deposit in a sealed envelope, delivery prepaid, addressed to the party, with Federal Express or similar courier service guaranteeing overnight delivery, (c) on the fifth day after deposit in the United States Postal Service in a sealed envelope, either registered or certified mail, return receipt requested, postage prepaid, addressed to the party, or (d) on the date of delivery shown in the records of the telegraph company after transmission by telegraph to the party at the following address:

Raiders: Los Angeles Raiders
332 Center Street
El Segundo, CA 90245
Attention: Amy Trask

Financing: Oakland-Alameda County
Financing Corporation
City of Oakland
City Hall
One City Hall Plaza
Oakland, CA 94612
Attention: City Manager

Bond Trustee: Treasurer of the
County of Alameda
County of Alameda
1221 Oak Street
Oakland, CA 94612

Financing, Raiders and the Bond Trustee may, by notice given hereunder, designate any different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 7.3. GOVERNING LAW. This Loan Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of California.

SECTION 7.4. AUTHORIZED RAIDERS REPRESENTATIVE. Whenever under the provisions of this Loan Agreement the approval of Raiders is required or Raiders is required to take some action at the request of Financing, such approval or such request may be given on behalf of Raiders by the Authorized Raiders Representative, and Financing and the Bond Trustee shall be authorized to act on any such approval or request and neither party hereto shall have any complaint against the other or against the Bond Trustee as a result of any such action taken.

SECTION 7.5. TERM OF THE AGREEMENT. This Loan Agreement shall be in full force and effect from the date hereof and shall continue in effect as long as any of the loans is outstanding.

SECTION 7.6. BINDING EFFECT. Subject to the provisions of Section 7.1 above, this Loan Agreement shall inure to the benefit of and shall be binding upon Financing, Raiders and their respective successors and assigns.

SECTION 7.7. ASSIGNMENT BY FINANCING. The parties hereto agree that Financing may assign any of its rights or obligations hereunder to any other East Bay Entity, and upon Raiders receipt of notice of any assignment of rights to repayment hereunder, Raiders shall make repayments directly to such assignee of Financing.

IN WITNESS WHEREOF, Financing has caused this Loan Agreement to be executed in its name and attested by its duly authorized officers, and Raiders has caused this Loan Agreement to be executed in its name by its duly authorized representatives, all as of the date first above written.

OAKLAND-ALAMEDA COUNTY COLISEUM
FINANCING CORPORATION

By _____
President

By _____
Secretary

Attest:

See Below

APPROVED AS TO FORM:

By _____
Alameda County Counsel

THE LOS ANGELES RAIDERS, a
California limited partnership

By A.D. Football, Inc.
A California corporation,
its General Partner

By _____
Its President

August 3, 1995

EXHIBIT 1

FORM OF
IRREVOCABLE STANDBY LETTER OF CREDIT

APPLICATION AND AGREEMENT

_____
_____
_____
_____

Ladies and Gentlemen:

The undersigned Applicant hereby requests you to establish a Credit (which, inclusive of any increase, extension, renewal or partial renewal thereof, is hereinafter referred to as the "Credit"), substantially in the form attached hereto and as follows:

A. In favor of Oakland-Alameda County Coliseum Financing Corporation, a California non-profit corporation, having its principal office at _____ (the "Beneficiary").

B. Up to an aggregate principal amount of U.S. $_____ (the "Credit Amount").

C. The Credit is to be effective from _____, 199__, and unless earlier renewed shall terminate on _____, 199__. Notwithstanding the foregoing, the Credit shall be revoked immediately upon execution and delivery by the undersigned Applicant and the Beneficiary of the joint certificate signed by their respective officers substantially in the form attached hereto as Certificate C.

D. The Credit will be made available by a sight draft drawn on you up to the Credit Amount accompanied by a certificate of the Beneficiary signed by its President (a) substantially in the form attached hereto as Certificate A; or (b) substantially in the form attached hereto as Certificate B in the event that the Credit has not been renewed on the same terms and conditions as provided

herein within thirty days prior to termination as provided above.

Except as provided in paragraph C above, the Credit is to be irrevocable.

The Credit is to be available only through you at your office in _____, California.

You are to notify the Beneficiary of the establishment of the Credit and any renewals thereof.

The Credit is fully transferable, and partial drawings are permitted.

To induce the establishment of the Credit, the undersigned Applicant agrees to the terms and conditions set forth in the Letter of Credit Agreement attached hereto.

_____, 199__

Los Angeles Raiders
a California Limited
Partnership

By AD Football, Inc.

a California corporation,
its General Partner

By_____
Its President

OAKLAND-ALAMEDA COUNTY COLISEUM
FINANCING CORPORATION

IRREVOCABLE STANDBY LETTER OF CREDIT

_____, 199__

Irrevocable Standby Letter of Credit No. ____

Oakland-Alameda County
Coliseum Financing Corporation
_____
_____

Ladies and Gentlemen:

We hereby establish in your favor, at the request and for the account of the Los Angeles Raiders, a California Limited Partnership ("Account Party"), located at _____, our irrevocable standby letter of credit in the maximum amount of _____ ($) (the "Stated Amount") available only as set forth below, and expiring on _____, (the "Expiration Date").

Funds under this Letter of Credit are available to you by presentation of your sight draft drawn on us, which presentation must occur on a day on which our letter of credit office is open for business (a "Business Day") on or before the Expiration Date. Our letter of credit office is presently located at _____. We reserve the right to designate to you, in writing, upon not less than two (2) Business Days notice, a different location at which you must make such presentation.

Each draft presented hereunder must be accompanied by your signed and dated statement in the form of Certificate A or Certificate B attached hereto. One or more drafts accompanied by such signed and dated statement may be presented hereunder.

Each draft and the accompanying documents presented hereunder must be dated the date of their presentation to us. The amount of each draft presented hereunder must be identical to the amount to which you certify you are entitled in the statement which accompanies said draft.

We hereby engage with you that each draft drawn and presented under and in compliance with the terms hereof shall meet with due honor. Our payment to you of each such draft shall be made in immediately available funds.

The draft presented under this Letter of Credit must be marked "Drawn under Oakland-Alameda County Coliseum Financing Corporation Letter of Credit Number ____ dated _____, 199__."

Any failure by you to present a demand for any payment when permitted hereunder, including any amounts that may be drawn hereunder in installments or similar periodic payments, shall not constitute a waiver of, or in any way affect, your right to make subsequent demands for payment when permitted hereunder or otherwise result in this Letter of Credit ceasing to be available for that or any subsequent installment or periodic payment, or any other drawing permitted hereunder.

Except as otherwise provided herein, this Letter of Credit shall be governed by and construed in accordance with the Uniform Customs and Practice for Documentary Credits (1993 revision), Publication No. 500 of the International Chamber of Commerce, and, to the extent not inconsistent therewith, the laws of the State of California.

This Letter of Credit shall be fully transferrable by you or your transferee.

Very Truly Yours,

_____

By_____
Authorized Signature

Title_____

EXHIBIT 2

FORMS OF CERTIFICATES

Certificate A

The undersigned hereby certifies to _____ as follows:

1. He or she is the duly elected President of the Oakland-Alameda County Coliseum Financing Corporation, a California non-profit corporation (the "Beneficiary"), and that he or she is duly authorized to give this certificate on behalf of the Beneficiary;

2. The Beneficiary hereby is making a draw permitted under the Irrevocable Standby Letter of Credit dated _____, 1995, from you in favor of the Beneficiary (the "Credit") in an amount equal to $_____, and such amount does not exceed the amount now available to be drawn under the Credit; and

3. The Beneficiary is entitled to make this draw pursuant to the provisions of Section 2.6(B) of the Loan Agreement dated as of _____, 1995, between the Beneficiary and the Los Angeles Raiders, a limited partnership organized and existing under the laws of the State of California.

Dated as of _____, 199__.

_____
President, Oakland-Alameda
County Coliseum Financing
Corporation

Certificate B

The undersigned hereby certifies to _____ as follows:

1. He or she is the duly elected President of the Oakland-Alameda County Coliseum Financing Corporation, a California non-profit corporation (the "Beneficiary"), and that he or she is duly authorized to give this certificate on behalf of the Beneficiary;

2. The Beneficiary hereby is making a draw permitted under the Irrevocable Standby Letter of Credit dated _____, 199__, from you in favor of the Beneficiary (the "Credit") in an amount equal to $_____, and such amount does not exceed the amount now available to be drawn under the Credit; and

3. The Beneficiary is entitled to make this draw pursuant to the provisions of the Letter of Credit because (a) by its terms the Credit expires within thirty days of the date hereof, and (b) as of the date hereof, you have not notified the Beneficiary that the Credit has been renewed on the same terms and conditions as provided therein.

Dated as of _____, 199__.

_____
President, Oakland-Alameda County Coliseum Financing Corporation

Certificate C

The undersigned hereby certify to _____ as follows:

1. They are (a) the duly elected President of the Oakland-Alameda County Coliseum Financing Corporation, a California non-profit corporation (the "Beneficiary") and (b) the General Partner of the Los Angeles Raiders, a limited partnership organized and existing under the laws of the State of California ("Raiders"), and that each of them is duly authorized to give this certificate;

2. The undersigned are delivering this certificate in connection with the Irrevocable Standby Letter of Credit dated _____, 1995, between the Beneficiary and Raiders, the Credit shall be revoked immediately upon delivery hereof.

Dated as of _____, 199__.

_____
President, Oakland-Alameda County Coliseum Financing Corporation

Los Angeles Raiders
a California Limited Partnership

By AD Football, Inc.

a California corporation, its General Partner

By_____
Its President

EXHIBIT D
STADIUM CAPITAL IMPROVEMENT DESIGN
AND CONSTRUCTION COORDINATION AGREEMENT

This Stadium Capital Improvement Design and Construction Coordination Agreement ("OACC Stadium Agreement") is entered into between Oakland-Alameda County Coliseum, Inc., a California non-profit corporation ("Coliseum"), and Los Angeles Raiders, a California limited partnership ("Raiders"), and is made for the benefit of Raiders and East Bay Entities as their interests may be reflected herein.

RECITALS

A. The Coliseum, Raiders and East Bay Entities are parties to that certain Master Agreement dated of even date hereof (the "Master Agreement").

B. Section 4.2 of the Master Agreement authorizes Raiders to construct the Stadium Capital Improvements in accordance with the terms of the Master Agreement and this OACC Stadium Agreement. Raiders and Coliseum desire that, notwithstanding the terms of the Master Agreement, Coliseum, as agent for Raiders who will own the Stadium Capital Improvements, construct the Stadium Capital Improvements and that, upon completion of construction, the Stadium Capital Improvements will be the property of Raiders in accordance with the Master Agreement and the other Agreements.

C. The parties have approved the Stadium Improvement Plan attached as Exhibit G to the Master Agreement for the Stadium Capital Improvements. The Stadium Capital Improvements will be designed and constructed in accordance with the requirements of the Stadium Improvement Plan.

AGREEMENT

1. CONSTRUCTION OF STADIUM CAPITAL IMPROVEMENTS

1.1 Coliseum Obligations. Acting as agent for the Raiders, Coliseum hereby agrees to promptly commence and diligently pursue to completion the design and construction of the Stadium Capital Improvements, at its sole cost and expense in accordance with the Stadium Improvement Plan, the terms and conditions set forth in the Agreements and in accordance with all laws, ordinances, rules and regulations of any governmental

entity having jurisdiction over the OACC Complex or Coliseum. Raiders agree that, notwithstanding the terms of any other Agreement and that Coliseum is acting as agent for Raiders, Coliseum shall have the exclusive power and authority to (i) design and construct the Stadium Capital Improvements in accordance with the Stadium Improvement Plan, subject to the approval rights of Raiders contained in this OACC Stadium Agreement, and (ii) to draw upon the Stadium Improvement Loan as provided in Article II of the Loan Agreement for purposes of paying all construction costs and expenses relating to the Stadium Capital Improvements.

1.2 Raiders' Liability. Coliseum shall cause the agreements with the General Contractor and Project Architect (as such terms are defined below) and any other agreement executed by Coliseum as Raiders agent pursuant to this OACC Stadium Agreement to provide that such persons' sole recourse for any breach under such agreements shall be against Coliseum and that such persons shall waive any and all claims and causes of action against Raiders in any way arising out of or related to such agreements.

1.3 Acknowledgement. Raiders acknowledges that, notwithstanding the designation of Coliseum as agent for Raiders under this OACC Stadium Agreement, (i) Coliseum will enter into agreements with the General Contractor and/or the Project Architect as agent for the Raiders rather than its own capacity solely because, upon completion, Raiders will own the Stadium Capital Improvements; (ii) Coliseum will not act as a fiduciary on behalf of the Raiders under this OACC Stadium Agreement and Raiders hereby expressly disclaims any such fiduciary relationship; (iii) subject to the terms of this Agreement, Raiders has delegated to the Coliseum exclusive control over the design and construction of the Stadium Capital Improvements; (iv) except as specifically provided in this Agreement, all decisions made by Coliseum in connection with the design and construction of the Stadium Capital Improvements shall be made in Coliseum's sole discretion taking into account the particular requirements of Raiders, Athletics and other potential users of the Stadium; (v) Raiders shall have no right to amend or revoke the authority of Coliseum or Coliseum's rights under this Agreement; and (vi) Raiders shall have no right to enter into, modify or amend the agreements with the General Contractor and/or Project Architect.

1.4 Waiver. Raiders waives any and all claims and causes of action which may now or hereafter arise based upon an allegation that Coliseum is obligated to act as a fiduciary for the benefit of the Raiders or owes any other special duty to Raiders pursuant to this OACC Stadium Agreement or any action contemplated under this OACC Stadium Agreement.

1.5 Indemnity. Coliseum shall indemnify, protect, defend and hold harmless Raiders and Released Persons from and against all claims, demands, damages, liabilities, costs, fees and expenses incurred by any such Released Person by reason of a claim asserted against such Released Person (including without limitation any such claim asserted by Athletics) with respect to the terms of any agreement executed by Coliseum as agent for Raiders pursuant to this OACC Stadium Agreement, provided however the foregoing indemnity shall not apply to the extent such claim arises out of or results from the negligence or wilful misconduct of such Released Person or breach of any Agreement by Raiders.

2. DEFINITIONS

Unless the context or terms of this OACC Stadium Agreement clearly indicates otherwise, the definitions contained in Exhibit A to the Master Agreement, as the same may be amended from time to time, shall govern the interpretation of capitalized terms contained herein and such definitions are hereby incorporated by reference.

3. PERMITS AND APPROVALS

3.1 Permits. East Bay Entities will obtain the Approvals required for commencement of construction of the Stadium Capital Improvements. Raiders shall cooperate fully with East Bay Entities and shall make itself available to assist in the processing of Approvals for the Stadium Capital Improvements and to attend any public and/or private meetings with East Bay Entities or applicable governmental agencies or their staff as and when required; *provided, however*, that such cooperation shall not require Raiders to pay any costs or fees relating to the Approvals or otherwise.

3.2 Other Approvals. East Bay Entities will obtain all other necessary approvals to allow construction of the Stadium Capital Improvements as contemplated hereunder, including, but not limited to the approval of the Athletics.

3.3 Ownership. Upon completion of construction Raiders shall own the Stadium Capital Improvements in accordance with and subject to the Agreements. However, ownership of the Stadium Capital Improvements shall revert to the East Bay Entities in accordance with the Operating License. Except for the Stadium Capital Improvements as provided for herein or in any of the Agreements, Raiders will have no ownership interest in the existing OACC Complex improvements or any of East Bay Entities' other real or personal property interests.

4. COORDINATION EFFORTS AND REPRESENTATIVES

4.1 Appointment. Within ten (10) days after the date hereof, East Bay Entities and Raiders shall each designate in writing to the other, the person (referred to herein as the "Representative" of each party) who will represent such party's interests in coordinating the design and construction of the Stadium Capital Improvements and otherwise in carrying out such party's rights and obligations under this OACC Stadium Agreement; provided, however, that designation of such Representatives shall not relieve the parties of their respective obligations under this OACC Stadium Agreement. It is also intended that the Athletics shall designate a representative to be present at all design and construction coordination meetings. The respective Representatives shall represent East Bay Entities and Raiders for all purposes under this OACC Stadium Agreement and under the agreement between the Coliseum and the Project Architect or under the construction contract between the Coliseum and the General Contractor, including but not limited to, receiving and delivering notices of any kind, obtaining information and stating the position of the respective party on any decision required hereunder, and attending meetings required by the terms of this OACC Stadium Agreement or requested by a party. Each party shall be entitled to rely fully and completely upon the statements or representations made by the Representative of the other party. After the designation of such Representative together with such Representative's address, the delivery of any notice to the Representative in accordance with Section 7.1 shall be deemed to constitute delivery to the party whom the Representative represents.

4.2 Change of Representatives. The parties agree to use their best efforts to maintain the same individuals as Representatives throughout the term hereof with a view towards expeditious completion of construction of the Stadium Capital Improvements. However, either party may change its Representative effective as of the date of delivery of written notice of such change to the other parties. One party shall not have the right to cause removal of a Representative of the other parties.

4.3 Cooperation. The parties agree that the successful and timely design and construction of the Stadium Capital Improvements and the completion thereof prior to the commencement of the 1996 Football Season are dependent upon the full and complete cooperation of the parties and their Representatives and full and complete disclosure of all information and material relevant to such design and construction. Therefore, each party covenants and agrees to use its best efforts to perform its

obligations hereunder in a timely manner, and not to cause the other party or its Representative to be unable to perform in a timely manner. Such efforts shall include, but not be limited to, meeting as frequently as necessary to maintain the design and construction schedules and budgets, disclosing all information relevant to the design and construction of the Stadium Capital Improvements and causing their respective Representatives, employees and agents and consultants to so perform. The parties acknowledge that East Bay Entities may provide reasonable notice to Athletics and Athletics may attend all meetings related to the design and construction of the Stadium Capital Improvements, including meetings to maintain the schedule for such design and construction.

4.4 Meetings/Consultations. By delivery of reasonable notice, either party may require the Project Architect, the Project Manager, the General Contractor as hereinafter defined or the Representative of the other party to attend a meeting during normal business hours for a valid business purpose with respect to the performance of this OACC Stadium Agreement or the design and construction of the Stadium Capital Improvements. The written notice shall set forth the date, time and place of the meeting and shall describe with reasonable detail the issue(s) to be addressed at such meeting. In addition, the Project Manager, Project Architect and General Contractor will consult with and give reasonable consideration to Raiders' views concerning all construction and design matters.

5. DESIGN

5.1 Architect. The Coliseum shall select or, at Coliseum's option, cause the General Contractor to select, an architect to provide all design services in connection with the design of the Stadium Capital Improvements ("Project Architect"). The Project Architect shall be approved by Raiders which approval shall not be unreasonably withheld, conditioned or delayed. A successor Project Architect may be appointed by written mutual agreement of the parties.

5.2 Architect Contract/Design Authority. Within a reasonable time after the date hereof, taking into account the parties' desire to avoid any delays in commencement of construction, Coliseum will execute or, at Coliseum's option, cause the General Contractor to execute a contract with the Project Architect for the purpose of providing all design services for the design of the Stadium Capital Improvements in accordance with the Stadium Improvement Plan. Such contract shall provide that Coliseum shall have the right to ownership of all Preliminary Design Documents, Working Drawings and all other

drawings and specifications, models, documents and materials relating to the design or construction of the Stadium Capital Improvements and any amendments thereto. Coliseum and Raiders shall cooperate in good faith regarding the preparation of Preliminary Design Documents and/or Working Drawings.

5.3 Design Documents. Within a reasonable time after execution of the Project Architect's contract described in Section 5.2 above, taking into account the parties' desire to avoid any delays in construction, Coliseum or, at Coliseum's option, the General Contractor shall cause the Project Architect to prepare Preliminary Design Documents and thereafter Working Drawings (collectively the "Design Documents") which conform to the design criteria set forth in the Stadium Improvement Plan. Subject to the limitations specified in Section 5.5 of this OACC Stadium Agreement, the Representatives of Raiders and the East Bay Entities may participate in the preparation of the Proposed Design Documents. Coliseum or, at the Coliseum's option, the General Contractor shall cause the Project Architect to prepare and deliver sets of the proposed Design Documents to Raiders for its review and approval. Raiders shall deliver to Project Architect or Project Manager and Coliseum any comments to the proposed Design Documents within the number of days reasonably required by Project Manager (with any dispute to be resolved by the Design Mediator, as defined in Section 5.5 below) after delivery of such documents to Raiders so as not to delay the prompt completion of the Design Documents. Failure of Raiders to provide comments to or approval of any Design Documents within such time period shall be deemed approval of such Design Documents by Raiders. Raiders shall not be entitled to request any change to any proposed Design Documents which would delay Substantial Completion of the Stadium Capital Improvements beyond the Completion Date (as defined in Section 6.4) or would cause the Total Cost to exceed Eighty Million Dollars ($80,000,000). Raiders shall be bound by the determination of the General Contractor concerning the amount of time to complete and cost of any revisions to the Design Documents requested by Raiders. Design Documents which are approved or deemed approved by the parties are referred to herein as the "Approved Design Documents."

5.4 Change Orders. In the event Raiders or East Bay Entities desire to make a change in the Approved Design Documents after finalization of the Working Drawings, a written change order request shall be delivered to the other party, the Project Architect and the General Contractor. The parties shall reasonably cooperate to accommodate any requested change so long as such requested change (a) is not a change in the Stadium Improvement Plan (b) will not result in any delay in the

construction of the Stadium Capital Improvements; and (c) will not cause the Total Cost to exceed Eighty Million Dollars ($80,000,000).

5.5 Design Disputes. The parties acknowledge that the Stadium Improvement Plan contains most of the material design requirements to be included in the Stadium Capital Improvements and the Design Documents shall be consistent with the Stadium Improvement Plan. In the event there is a dispute between the parties regarding the Design Documents, and the parties are unable, after good faith efforts, to resolve such dispute, then the dispute shall be resolved by Mr. Edwin de Silva (the "Design Mediator") as follows:

(a) Either Party shall be entitled to request a determination regarding the Design Documents by the Design Mediator by delivery of written notice to the Design Mediator and the other party.

(b) Within three (3) days after delivery of such request, each party shall submit to the other party and the Design Mediator such party's position regarding the design dispute.

(c) The Design Mediator may request a meeting or additional submittals and each party shall immediately comply with the requests of the Design Mediator.

(d) The Design Mediator shall render a decision as quickly as possible and such decision shall be conclusive and binding upon the parties with respect to the design dispute, except that the Design Mediator shall not have any authority to render nor shall the Coliseum be bound by any decision which the General Contractor determines will either (i) cause the Total Cost to exceed Eighty Million Dollars ($80,000,000); or (ii) cause the projected date of Substantial Completion of the Stadium Capital Improvements to be beyond the Completion Date.

(e) Subject to the foregoing, (i) the design decision of the Design Mediation shall be incorporated into and be deemed a part of the Approved Design Documents; and (ii) the parties shall take all required action to implement the decision of the Design Mediator and shall not take any action to obstruct the decision of the Design Mediator.

In the event Mr. Edwin de Silva is for any reason unable to serve as Design Mediator, then the parties shall agree upon a substitute Design Mediator who the parties believe can

fairly and independently assess the interests of all parties concerning the design of the Stadium Capital Improvements.

6. CONSTRUCTION

6.1 Capital Improvement Costs. In accordance with the Agreements, Coliseum shall solely be responsible for the Total Cost and shall retain all rights and remedies with respect to services performed or to be performed for the design and construction of the Stadium Capital Improvements.

6.2 Construction Contract.

(a) Coliseum shall select a general contractor (the "General Contractor") and shall enter into, as agent for Raiders, a construction contract with the General Contractor for the construction of the Stadium Capital Improvements in accordance with the Approved Design Documents. The General Contractor shall be approved by Raiders which approval shall not be unreasonably withheld, conditioned or delayed. In addition, Coliseum shall also enter into a contract with Cordell Corporation to act as owner's representative (the "Project Manager") in connection with the design and construction of the Stadium Capital Improvements.

(b) As used in this Agreement, the term "Total Cost" shall mean the total cost of construction of the Stadium Capital Improvements, exclusive of (i) design, permitting and other related project fees and costs, (ii) any amounts payable for certain Suites contemplated under Section 2.4(E) of the Loan Agreement and (iii) any amounts payable to Raiders as damages for failure to Substantially Complete the Stadium Capital Improvements by the Completion Date pursuant to Section 6.4 of this OACC Stadium Agreement. The parties anticipate that the Total Cost will be approximately Eighty Million Dollars ($80,000,000). The parties believe that such sum is sufficient to achieve the requirements of the Stadium Improvement Plan and shall make design and construction decisions in keeping with such overall cost expectation.

6.3 Observation. Raiders and East Bay Entities shall have access to the construction site during normal business hours upon delivery of reasonable notice and may (but shall not be obligated to), in their discretion, review and observe construction as frequently and in such manner as they deem necessary at their sole cost and expense; provided, however, that such access shall not interfere with, disturb or impede construction. Coliseum shall have exclusive authority to direct the General Contractor under the Construction Contract. Raiders shall not have any authority to direct the General Contractor,

but Project Manager, Project Architect and General Contractor will consult with and give reasonable consideration to Raiders' views concerning all construction and design matters.

6.4 Substantial Completion. Coliseum shall Substantially Complete the Stadium Capital Improvements on or before August 15,1996 or such later date as the first Football Event is scheduled in the OACC Complex for the 1996 Football Season (the "Completion Date"). In the event the Stadium Capital Improvements are not Substantially Complete on or before the Completion Date for any reason other than a Raiders Delay, Raiders shall receive, as Raiders exclusive remedy for such failure to complete the Stadium Capital Improvements by the Completion Date, damages in an amount equal to the amount of proceeds from Football Ticket Revenues and Seat Revenues that Raiders would have received under the Agreements if the Stadium Capital Improvements had been completed by the Completion Date, it being assumed that all seats and suites referenced in the Stadium Improvement Plan which were to be constructed as part of the Stadium Capital Improvements would have been sold for the prices referenced in the Marketing Strategy. Notwithstanding the foregoing, in no event shall Raiders be entitled to any damages in excess of $5,000,000 as a result of the Coliseum's failure to Substantially Complete the Stadium Capital Improvements on or before the Completion Date. As used herein, the term "Raiders Delay" shall mean the amount of time that Substantial Completion of the Stadium Capital Improvements is delayed as a result of an act or omission of Raiders.

7. MISCELLANEOUS

7.1 Notices. Unless otherwise provided in any Related Agreement, all notices, requests, demands, consents, approvals and other communications required or permitted to be given or delivered under the Agreements shall be in writing and shall be considered given and received either (a) when delivered in person to the recipient as named below, (b) on the first business day after deposit in a sealed envelope, delivery prepaid, addressed to the party, with Federal Express or similar courier service guaranteeing overnight delivery, (c) on the fifth day after deposit in the United States Postal Service in a sealed envelope, either registered or certified mail, return receipt requested, postage prepaid, addressed to the party, or (d) on the date of delivery shown in the records of the telegraph company after transmission by telegraph to the party at the following address:

Raiders: Los Angeles Raiders
332 Center Street
El Segundo, CA 90245
Attn: Amy Trask, Esq.

East Bay Entities or to the City, County or Coliseum individually:

City: City of Oakland
One City Hall Plaza
Oakland, CA 94612
Attn: City Manager

County: County of Alameda
1221 Oak Street
Oakland, CA 94612
Attn: County Administrator

Coliseum: Oakland-Alameda County Coliseum, Inc.
Administrative Offices
7000 Coliseum Way
Oakland, CA 94621
Attn: Robert G. Quintella

The addresses set out above may be changed from time to time by written notice in compliance with this section.

The names and addresses for the Representative for each party shall be delivered to the other party within five (5) days of the appointment or replacement of the Representative.

7.2 Exhibits. All exhibits attached to this OACC Stadium Agreement are hereby incorporated by this reference.

7.3 Time of Essence. Time is of the essence of this OACC Stadium Agreement and all of its provisions.

7.4 Third Parties. This OACC Stadium Agreement is intended for the benefit of the parties hereto and the other East Bay Entities and, except as expressly provided herein, is not intended to create any third party beneficiary rights in any third party.

7.5 Further Assurances. The parties hereto hereby agree to cooperate with each other, to exercise good faith in concluding the transactions which are contemplated by this OACC Stadium Agreement, and to execute and deliver such further

documents, agreements and instruments as may be required to carry out the agreements and intentions expressed herein.

Dated: August 7, 1995.

OAKLAND-ALAMEDA COUNTY COLISEUM, INC., a California non-profit corporation

By _____
George J. Vukasin
President

LOS ANGELES RAIDERS, a California Limited Partnership

By A.D. Football, Inc.
Its General Partner

By _____
Al Davis
President

I CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF A DOCUMENT ON FILE IN THE OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS, ALAMEDA COUNTY, CALIFORNIA.

ATTEST: _____
WILLIAM MEHRWEIN, CLERK
BOARD OF SUPERVISORS

By _____

EXHIBIT E

MARKETING AGREEMENT

THIS MARKETING AGREEMENT is made and dated as of August 7, 1995, by and between the OAKLAND ALAMEDA COUNTY COLISEUM AUTHORITY, a joint powers authority established by the City of Oakland, a municipal corporation and a charter city duly organized and existing under the laws and Constitution of the State of California (the "City") and the County of Alameda, a political subdivision of the State of California (the "County") pursuant to a joint powers agreement dated as of July 1, 1995 herewith ("JPA") and the LOS ANGELES RAIDERS, a California limited partnership ("Raiders").

RECITALS

A. Pursuant to the Master Agreement, the parties thereto have made or will make certain agreements for the improvement and renovation of the OACC Stadium and certain related facilities, for the conduct of Football Events at the OACC Complex, and other matters set forth therein.

B. Pursuant to the Management Agreement among City, County and JPA, City and County will assign to JPA the right to manage the Coliseum and license and sell the Seat Rights.

C. JPA and Coliseum will enter into the Coliseum Operating Agreement, pursuant to which Coliseum has certain rights and obligations relating to the operation and management of the OACC Complex, and which reserves in JPA certain rights to license and receive proceeds associated with Seat Rights.

D. Coliseum will grant a license to Raiders to use the OACC Stadium for Football Events pursuant to the Operating License between Coliseum, as licensor, and Raiders, as licensee. Section 3.8 of the Operating License confirms that JPA has the right to market and receive revenue from the sale or licensing of certain Seat Rights.

E. The parties hereto are entering into this Agreement to form the Oakland Football Marketing Association, a California nonprofit corporation to be incorporated pursuant to Articles of Incorporation substantially in the form of Exhibit A to this Agreement and organized pursuant to Bylaws substantially in the form of Exhibit B to this Agreement (the "Marketing Association") and to describe the duties of the Marketing Association. The parties intend to cause the Marketing

Association, acting as an agent, to market Seat Rights and Football Tickets in accordance with this Agreement.

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

GENERAL PROVISIONS

1.1 Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed in Exhibit A to the Master Agreement, as the same may be amended from time to time. All references in this Agreement to Articles, Sections, paragraphs, exhibits and clauses are to Articles, Sections, paragraphs, exhibits and clauses in and to this Agreement unless otherwise indicated.

1.2 Term of Agreement. The term of this Agreement shall commence on the date hereof and shall expire on the termination of the Master Agreement, unless this Agreement is earlier terminated pursuant to Section 7.1.

ARTICLE II

MARKETING OPERATIONS

2.1 Management and Operation.

(a) Marketing Services. Commencing upon the date hereof and thereafter through the term of this Agreement, the Marketing Association shall be the sole and exclusive agent of JPA retained to market Seat Rights in a diligent manner in accordance with this Agreement and the Marketing Strategy and in accordance with policies and standards comparable to those prevailing in marketing and box-office operations of other NFL franchises. The marketing services to be provided by Marketing Association shall be provided as described in this Article II and in the Marketing Strategy and performed by Marketing Association in a manner that reflects consideration and service of the interests of both Raiders and JPA in this regard (and in particular, reflects an awareness of the parties' reliance upon projected Seat Revenue and Football Ticket Revenue for the periods described in Section 5.1(b) of the Master Agreement. In providing such services, the parties shall cause Marketing

Association to develop, implement and supervise the application of, as necessary, adequate administrative practices, operational policies and adequate sales, advertising, personnel and purchasing programs.

(b) Discretion. Subject to the terms of this Agreement, neither JPA nor Raiders will interfere or involve itself in day-to-day marketing operations and Marketing Association will have reasonable discretion with regard to such operations for all customary purposes, including, without limitation, determination of the terms of purchase, assignment of specific seating locations, maintenance of waiting lists, ticket charges (but only within the ranges set forth in this Agreement and the Marketing Strategy), VIP and other targeted marketing programs, and other matters affecting customer opinion of the marketing operation, including, without limitation, with regard to publicity concerning Seat Rights.

(c) Agency. Whether or not the Marketing Association is herein or in the other Agreements or by future agreement of the parties designated as an agent of one or more parties, the Marketing Association shall owe JPA and Raiders the same contractual and other legal duties that an agent owes a principal with respect to all activities, acts and omissions of the Marketing Association.

2.2 Marketing Strategy and Marketing Terms.

(a) Compliance. The parties shall cause Marketing Association to market all Seat Rights and Football Tickets in accordance with this Agreement and the Marketing Strategy. The number of seats subject to sale or licensing pursuant to the Marketing Strategy in each category and the location of such seats may be changed only by the approval of the Marketing Association as provided below.

(b) Pricing. The initial prices at which each category of Seat Rights and Football Tickets shall be sold or licensed are set forth in the Marketing Strategy, and shall be subject to adjustment only in accordance with the terms and conditions of this Agreement and the Marketing Strategy. The average price for Football Tickets shall be $50.00 for Football Events in the 1995 Football Season (which amount shall not include any amount allocable to the Public Benefit Fund). The average price for Football Tickets shall remain fixed at $50.00 per ticket through and including the 1997 Football Season. For each Football Season after the 1997 Football Season, Raiders shall have the right to increase the average price for Football

Tickets for any Football Season so that the increased average ticket price for such Football Season does not exceed:

$$\$50 \times (1.1)^n$$

where n is a whole number (disregarding any remainder) equal to:

$$\frac{\text{Number of Football Seasons (including the season for which such increase will take effect) since 1996}}{2}$$

Raiders' exercise of its right to increase the average price for Football Tickets for any Football Season pursuant to this Section 2.2(b) may be made only upon notice to JPA and Marketing Association on or prior to June 1 (provided, however, that Raiders shall use reasonable best efforts to provide such notice to JPA and Marketing Association by May 1) preceding the Football Season to which such increase shall be applicable.

(c) Public Benefit Fund. The price of each ticket to every Football Event at the OACC Stadium (other than tickets provided to users of Suites) shall include an amount equal to $1.00, and the annual license fee for each Suite shall include an amount equal to $100.00, which amounts shall be designated for deposit to the Public Benefit Fund in accordance with the Revenue Trust Agreement. The parties shall cause Marketing Association to collect and cause to be deposited with Revenue Trustee (in accordance with the Revenue Trust Agreement) all amounts allocable to the Public Benefit Fund at the time of payment for the Football Tickets or the time of payment for the annual license fee relating to such Suite, as the case may be.

(d) Categories of Viewing Rights; Priority. The parties shall cause Marketing Association to use its reasonable best efforts to conduct marketing activities pursuant to this Agreement to maximize revenue from the sale of Seat Rights and Football Tickets and to take no action or refrain from taking any action in the conduct of marketing that would reasonably be expected to have a material adverse effect on the ability of the parties to the Master Agreement to realize their projected revenues under the Marketing Strategy. The "conduct of marketing" as used in this Section 2.2(d) shall not be construed to require Raiders to make or refrain from making any decision relating to personnel or the conduct of football games, business, operations or management.

2.3 Excluded Seat Rights.

(a) Retained Seat Rights

Designation. At all times Raiders shall have the right to retain tickets identified in the Marketing Strategy and Coliseum shall have the right to purchase Football Tickets at no cost except the Ticket Price for an aggregate of one hundred (100) Field Level Loge Seats, all as designated in the Marketing Strategy (collectively, the "Retained Seats"). Four (4) of the existing Suites in locations designated in the Marketing Strategy shall be reserved for East Bay Entities for Football Events without obligation for payment of any fees or other charges (the "Retained Suites"). Raiders shall have the right to occupy (without obligation for payment of any fees or other charges) for personal use and not for resale two (2) Suites in locations to be designated in the Marketing Strategy for all events at the OACC Stadium, including baseball. At its option, Raiders shall (i) pay ticket charges with respect to such events (other than Football Events) at prices charged to other persons occupying Suites for such events, or (ii) arrange for a mutually agreeable exchange of rights. The Retained Seats and the Retained Suites shall not be subject to licensing of Seat Rights pursuant to the Marketing Strategy. Raiders shall provide, without charge, tickets to East Bay Entities for the users of East Bay Entities' Retained Suites for Football Events.

(b) Post-Season Viewing Rights. Notwithstanding any provision to the contrary in this or any Agreement, the sale and distribution of Football Tickets for Football Events during the Post-Season shall be accomplished in accordance with customary NFL practice; provided, however, that to the extent permitted by customary NFL practice, and in accordance with the Marketing Strategy, Football Tickets for such Football Events shall be made available for purchase on a preferential basis to season-ticket holders for Football Events.

2.4 Suites and Events Other Than Football and Baseball. The parties agree that, based on the 175 Suites to be included in the OACC Stadium upon completion of the Stadium Capital Improvements, the Athletics (so long as it is playing baseball at the OACC Stadium) shall have the right to market 40 Suites for events other than baseball and football, and Raiders shall have the right to market 135 Suites for events other than baseball and football. Raiders and the Athletics shall agree upon the location of the 40 Suites referred to above. The terms under which such Suites will be marketed will be set forth in the Marketing Strategy.

2.5 Annual Plan.

(a) Contents. Not later than (i) twenty-five (25) days after the date hereof with respect to the period commencing with the 1995 Football Season and extending through and including the 2005 Football Season, and for each fiscal year ending March 31 during that period and (ii) forty-five (45) days after the end of the 2005 Football Season, with respect to the period commencing with the 2006 Football Season and extending through and including the 2010 Football Season, and for each fiscal year ending March 31 during that period, the parties shall cause Marketing Association to prepare an overall marketing plan (the "Annual Plan"). Each Annual Plan shall contain a comprehensive and reasonably detailed proposal for all marketing activities for such period, including, without limitation:

(1) All proposed marketing activities intended to generate revenue from the sale of Seat Rights and Football Tickets and the amount of anticipated revenues associated therewith;

(2) A budget for such Marketing Period, which sets forth all anticipated Marketing Expenses (a "Budget");

(3) A timetable for marketing programs; and

(4) Any proposed amendments to the Marketing Strategy applicable to such period.

(b) Compliance with Annual Plan. The parties shall cause the Marketing Association, in the performance of its duties under this Agreement, to comply with the Annual Plan and to use reasonable best efforts to achieve attendance and revenue levels in accordance with the Annual Plan. The parties shall cause Marketing Association not to materially deviate from the Annual Plan or change the manner of marketing the Seat Rights and Football Tickets other than as permitted by the Marketing Association's Articles and Bylaws. Without limiting the foregoing, expenditures made by Marketing Association for marketing activities shall be as contemplated in the Marketing Strategy and the Annual Plan (including the applicable Budget).

(c) Amendments. If at any time the Annual Plan as prepared by Marketing Association in the reasonable opinion of either Raiders or JPA requires revision for the remainder of such Marketing Period, either Raiders or JPA may submit a revised Annual Plan to Marketing Association for its approval. Marketing Association will approve or disapprove such revised Annual Plan

in accordance with the provisions of its organizational documents.

2.6 Seating Prior to Construction Completion. The parties acknowledge that Football Events will be played at the OACC Stadium prior to completion of construction of the Stadium Capital Improvements and that marketing and use of Seat Rights affected by such construction shall be accounted for in the Marketing Strategy.

2.7 License Agreements. In accordance with the terms of the Marketing Strategy, JPA shall enter into license agreements with the licensees of Seat Rights. In addition to all other requirements set forth in the Marketing Strategy, each such license agreement shall require the licensee to pay the annual license fee for such Seat Right as set forth in the Marketing Strategy during the term of such license. JPA, for the benefit of the parties, shall fully enforce the terms of each license agreement relating to any Seat Right.

2.8 Collection of Revenue. JPA and the Marketing Association shall cause to be deposited with Revenue Trustee all Seat Revenues and Football Ticket Revenues in accordance with the Revenue Trust Agreement.

2.9 Responsibility for Box Office. Raiders shall print all Football Tickets for Football Events and shall be entitled to retain revenues from advertising thereon. The parties shall cause Marketing Association to distribute Football Tickets and operate the box office for Raiders in a manner consistent with the standards prevailing among NFL football teams. The Marketing Association shall be entitled to impose and collect handling charges for each Football Ticket account which do not violate any applicable NFL rules or laws. All such charges shall be remitted to JPA.

2.10 Cancelled Events. With regard to any Cancelled Event, the parties will cause Marketing Association to determine, in accordance with the principles set forth in the Marketing Strategy, the extent to which refunds, if any, shall be made to the purchasers of tickets for such Cancelled Event. Raiders, to the extent it received funds from the Revenue Trustee for the Cancelled Event, shall have the sole obligation, if any, of making refunds to the purchasers of the Seat Rights and Football Tickets for each such Cancelled Event. East Bay Entities, and/or JPA, to the extent any or all of them have received funds from the Revenue Trustee for the Cancelled Event, shall remit to Revenue Trustee, in accordance with the terms of the Revenue Trust Agreement, any funds received by them and/or distributed

pursuant to the Public Benefit Fund with respect to such Cancelled Events.

2.11 Books and Records. The parties shall cause Marketing Association to implement the accounting and cost control systems necessary for the efficient marketing of the Seat Rights and Football Tickets for Football Events at the OACC Stadium. Marketing Association shall maintain adequate control over any records of the marketing of such Seat Rights and Football Tickets. Said books and records and other records reflecting the results of the marketing of the Seat Rights and Football Tickets shall be maintained in accordance with generally accepted accounting principles, procedures and practices applied on a consistent basis. All books of account and other records relating to or reflecting the marketing of the Seat Rights and Football Tickets shall be maintained at a location available to JPA and Raiders and their representatives at all reasonable times for examination, audit, inspection and copying. None of such books and records shall be removed from such location without prior notice to JPA and Raiders. Original records of sales will be maintained for a reasonable period of time consistent with Marketing Association's established policy or as prescribed by law. Upon any termination of this Agreement, all such books and records shall remain Marketing Association's property.

2.12 Financial Reports.

(a) Monthly Reports. On or before the last day of each month, the parties shall cause Marketing Association to prepare and deliver to its Board of Directors, Raiders and JPA reasonably detailed statements showing results of marketing operations for the preceding month and cumulative for the Marketing Period to date. Such monthly statements shall be unaudited and shall provide a statement of all revenues for said month and current fiscal year to date, a computation of the expenses for such month and current fiscal year to date, and such other supplementary data as either JPA or Raiders shall reasonably request including, but not limited to, comparisons with previous periods and comparisons with budgets. Such financial statements and supplemental statements shall be taken from Marketing Association's books, records and accounts.

(b) Annual Reports. Within ninety (90) days after the end of each fiscal year, the parties shall cause Marketing Association to deliver or cause to be delivered to its Board of Directors, Raiders and JPA reasonably detailed statements showing the results of marketing operations for such fiscal year, and including each of the items enumerated for the statements required by Section 2.12(a). Each such statement shall be

accompanied by a certificate of an appropriate employee of Marketing Association responsible for the matters set forth in such statement (and who is authorized to deliver such certificate on behalf of Marketing Association) to the effect that such statement (i) complies with the requirements of this Section 2.12(b); (ii) accurately and fairly sets forth the matters presented therein; and (iii) is consistent in all material respects with the Marketing Association's books and records.

2.13 Personnel.

(a) Marketing Association's Responsibility. Marketing Association will have the authority to retain the Marketing Director under contract as an independent contractor and to administer such contract. Unless otherwise determined by the Marketing Association, the Marketing Director shall be responsible for retaining all other personnel. Neither JPA nor Raiders shall in any event be responsible or liable for the payment of any contributions or taxes for Social Security, Worker's Compensation Insurance, Unemployment Insurance, retirement benefits, or pensions or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries or other remuneration paid to persons engaged by Marketing Association in connection with marketing activities pursuant hereto and Marketing Association shall notify all persons to which it pays remuneration or employs of same. Nothing in this Section 2.13(a) is intended to create any third party reliance between JPA and any third party or Raiders and any third party.

(b) Public Policy Guidelines. With respect to personnel, if any, and outside contractors engaged by Marketing Association for the purpose of marketing activities hereunder, the parties will cause Marketing Association to use reasonable efforts to comply with all guidelines promulgated by City and County relating to minority recruiting and hiring.

(c) Labor Unions. Marketing Association will be responsible for conducting any requisite negotiations with any labor union lawfully entitled to represent such employees and shall have full authority to execute collective bargaining agreements or labor contracts resulting therefrom (which agreements or contracts, however, shall in no event extend beyond the term of this Agreement or constitute any obligation or responsibility of Raiders or JPA).

2.14 Advertising and Marketing. In accordance with the applicable Annual Plan, the parties will cause Marketing

Association to plan and prepare, or cause the Marketing Director to plan and prepare, such advertising and other marketing activities as are reasonably necessary or appropriate to implement the Marketing Strategy, including, without limitation, developing, organizing and budgeting advertising programs and media selection.

2.15 Securities Laws and Indemnification. The registration or exemption from registration of Seat Rights under state and federal securities laws in accordance with the Marketing Strategy shall be governed by Section 5.9 of the Master Agreement.

ARTICLE III

MARKETING EXPENSES

3.1 Marketing Expenses. JPA shall fund and pay all Marketing Expenses which are customarily incurred in the marketing of comparable seat rights and tickets and which (i) are incurred by the Marketing Association in connection with the marketing and sale of Seat Rights and Football Tickets pursuant to and consistent in all material respects with the Marketing Strategy; (ii) do not exceed: six million dollars ($6,000,000) incurred through the period ending September 1, 1996; one million dollars ($1,000,000) incurred during each of the fiscal years ending March 31, 1997, through and including March 31, 2011; and $3,000,000 (in addition to the $1 million annual allowance) incurred with respect to the remarketing of Seat Rights with respect to Football Seasons beginning in 2006 and ending in 2010; and (iii) are included in reasonably detailed budgets consistent with the foregoing which budgets (A) have been approved by the Board of Directors of the Marketing Association pursuant to this Agreement and (B) delivered to the JPA promptly after each such approval. The parties shall cause Marketing Association to use reasonable care to incur only those Marketing Expenses that are reasonably necessary to achieve the goals of the Marketing Strategy, and not to assume in any budgets the expenditure of, and to use reasonable efforts not to spend, the maximum amounts stated above. The parties shall cause the Marketing Association not to pay Marketing Expenses directly and not itself incur any general, administrative or other overhead expenses or costs, and instead to contract with third parties, including without limitation the Marketing Director, approved by the Board of Directors of the Marketing Association to provide all necessary marketing services, products and related goods. The parties shall cause Marketing Association to submit to JPA originals or copies of all third party invoices submitted as owing; and JPA shall, subject to the above limitations, within thirty (30) days

after receipt thereof, pay all Marketing Expenses directly to the third parties.

ARTICLE IV

MARKETING ASSOCIATION

4.1 Marketing Association.

(a) General Oversight. JPA and Raiders shall form and operate the Marketing Association in accordance with the Articles of Incorporation and Bylaws attached hereto as Exhibits A and B, respectively. The Marketing Association will have seven (7) members of its Board of Directors, four (4) appointed by Raiders and one (1) each appointed by City, County and Coliseum.

(b) Super-Majority Approval for Certain Action. Without limitation of the provisions of Section 4.1(a), the approval of at least five (5) members of the Board of Directors of the Marketing Association shall be required with regard to each of the following matters: (i) approval of any amendments to the Articles of Incorporation or Bylaws of the Marketing Association; (ii) any appointment of and agreement with the Marketing Director (including the Marketing Director Contract, as defined below), (iii) approval of each Budget and any amendments and revisions thereto, (iv) approval of all amendments and revisions of any kind to the Marketing Strategy, including, but not limited to, any revision to the number, location, pricing, renewal rights, license term, price discounting, or form of license agreement associated with seating in the categories and on the terms described in the Marketing Strategy.

(c) All expenses associated with the formation, organization and corporate existence of the Marketing Association incurred subsequent to the execution of this Agreement shall be borne by JPA, and shall constitute an item in the Budget.

4.2 OACC Liaison. Coliseum shall designate one staff member of Coliseum to serve as a liaison among Raiders, the Marketing Association and Coliseum (the "OACC Liaison"). In cooperation with Raiders and the Marketing Association, the OACC Liaison shall assist in coordination of marketing activities affecting Coliseum. Such activities may include, without limitation, coordination relating to (a) the Coliseum box-office, including tickets for non-Football Events to be sold in connection with Suites, (b) concessionaires at the OACC Stadium, (c) use of facilities for events relating to marketing, and (d) parking privileges made available in connection with the sale or licensing of Seat Rights and Football Tickets.

ARTICLE V

MARKETING DIRECTOR

5.1 Role of the Marketing Director. Pursuant to the agreement between Marketing Association and Marketing Director dated as of _____, 1995 (the "Marketing Director Contract"), Marketing Association will engage the Marketing Director as an independent contractor to be responsible for all day-to-day management with respect to the implementation of the Marketing Strategy. Except as otherwise provided herein, JPA and Raiders shall have no obligations pursuant to the Marketing Director Contract. The parties may cause Marketing Association to delegate any of its duties hereunder to Marketing Director, as provided in the Marketing Director Contract; provided, however, that no such delegation will relieve Marketing Association of responsibility for the performance of such duties. The parties shall cause Marketing Association to cause Marketing Director to be reasonably available at all appropriate times to provide information to and respond to inquiries by the members of Marketing Association's Board of Directors such that such members may be adequately informed as to the marketing activities performed pursuant to this Marketing Agreement.

5.2 Successor Director. Marketing Association's Board of Directors shall have the power to remove Marketing Director. In the event of resignation or removal of Marketing Director, Marketing Association's Board of Directors shall select a new Marketing Director within seven (7) days (or as soon thereafter as practicable) of the effective date of such resignation or removal. Any successor Marketing Director must be approved by Marketing Association in accordance with Section 4.1(b) and qualified in accordance with Section 5.3. If a new Marketing Director acceptable to Marketing Association's Board of Directors cannot be selected within thirty (30) days of such resignation or removal, the issue will be resolved in accordance with the dispute resolution provisions of Article VIII of this Agreement. During any period in which no Marketing Director shall have been duly appointed and be acting, Marketing Association shall perform the duties and responsibilities of Marketing Director.

5.3 Qualifications of Marketing Director. The Marketing Director shall be a person or entity knowledgeable in the marketing and sale of tickets to professional sporting events, and the standards required by similar operations of other NFL franchises and by the Agreements. Except as contemplated by this Agreement, the Marketing Director may not be controlled by, under common control with, or an officer, director, salaried employee or elected official of City, County, Raiders or Coliseum (except

pursuant to an independent contracting or consulting relationship with such party existing prior to the date hereof). Marc S. Ganis, or, if and when approved by the Marketing Association, a corporation which is at all times controlled by him, shall be the initial Marketing Director.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties by Raiders. In addition to the representations and warranties of Raiders in the other Agreements, which representations and warranties are incorporated herein, Raiders hereby represents, warrants and covenants that Raiders' performance of its obligations under this Agreement shall be in accordance with the Marketing Strategy and with policies and standards comparable to those prevailing among NFL franchises.

6.2 Representations and Warranties by JPA. In addition to the representations and warranties of JPA in the other Agreements which representations and warranties are incorporated herein, JPA hereby represents, warrants and covenants that no third party has any right to hinder, delay, prevent, seek compensation for or otherwise affect in any material respect the right of Marketing Association to market the Seat Rights pursuant to this Marketing Agreement and the Marketing Strategy.

ARTICLE VII

TERMINATION OF AGREEMENT

7.1 Early Termination. Subject to the provisions of Section 7.2, this Agreement shall terminate immediately and without further action of the parties hereto prior to the end of the term set forth in Section 1.2 hereof upon termination of the Master Agreement in accordance with the provisions of Article 8 thereof.

7.2 Rights and Obligations Upon Termination.

(a) Transition. Upon the expiration or any sooner termination of this Agreement:

(i) The parties shall cause Marketing Association to relinquish to the parties any of the parties' books and records in its custody, and release, transfer or remit to Revenue Trustee any funds or other property of Revenue Trustee, JPA, any East Bay Entity or Raiders, as the case may be, held or controlled by it.

(ii) Raiders and JPA shall each cooperate in good faith in taking such other reasonable actions as may be required in connection with the winding up of their rights and obligations under this Agreement to permit continued uninterrupted marketing operations until the date of such termination.

(b) Survival. Notwithstanding any provision to the contrary in this Agreement, the covenants contained in this Section 7.2 shall survive termination of this Agreement and the Master Agreement, and each term, covenant and agreement contained in this Agreement shall survive any expiration or sooner termination of this Agreement and shall remain in full force and effect as between JPA and Raiders notwithstanding any such expiration or termination to the extent that any such term, covenant and agreement contemplates performance by either party hereto subsequent to such expiration or termination.

ARTICLE VIII

DISPUTE RESOLUTION -- ARBITRATION

8.1 General. Each dispute, controversy, or claim arising out of or relating to this Agreement shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"), which shall apply except as modified below. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction and the arbitrator's award shall be final and binding on the parties.

8.2 Procedures. There shall be three arbitrators agreed upon mutually by the parties; but if they cannot agree upon the selection with 30 days after demand for arbitration is given by one party to the other, the selection shall occur by: either party obtaining a list of eleven (11) arbitrators from the office of the AAA in San Francisco, California; each party alternately striking four names from the list with Coliseum striking first; and the last three remaining arbitrators being deemed selected by the parties as the arbitrators. If a party refuses for 21 or more days to make a selection, the other party may select any names from the list to be the arbitrators. The arbitration shall

be conducted in a reasonably selected location within Alameda County, California. Each party shall pay an equal share of the fees and expenses of any person serving as an arbitrator. The arbitrators shall have the power to grant remedies or relief limited to actual contract damages that would be available under California law in a California state court otherwise having jurisdiction of the matter. The arbitrators shall not have the power to vary the provisions of this Agreement.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.1 General. Sections 10.2, 10.3, 10.6, 10.7, 10.9, 10.10, 10.11, 10.12, and 10.13 of Article 10 of the Master Agreement contain certain miscellaneous provisions that are, by their terms, made applicable to this Agreement and the other Agreements, which provisions are hereby incorporated herein by this reference.

9.2 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and permitted assigns. Notwithstanding the foregoing, none of the parties hereto shall assign or transfer any or all of its interests in this Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld and which consent shall be granted in connection with an assignment permitted under Section 15 of the Operating License; provided, however, that no consent shall be required for JPA to assign any interest hereunder to any other East Bay Entity.

9.3 No Waiver of Breach, Etc. No failure by any party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach thereof or any subsequent breach of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

9.4 No Partnership, Etc. The parties are independent contracting parties and no relationship between them as employer and employee, partners, joint venturers or otherwise shall be created by this Agreement.

9.5 Prohibited Use of Raiders' Intellectual Property. Except as expressly authorized in writing by Raiders, none of East Bay Entities or the Marketing Association shall use any trademark, service mark, logo, trade name, copyrighted or copyrightable material, art work or symbols related to the foregoing, or other intellectual property which is owned from time to time by Raiders, provided that Raiders shall not unreasonably withhold its consent to use of the foregoing intellectual property of Raiders which use is in accordance with marketing activities approved by the Marketing Association and which will not impair Raiders' ownership and other rights in such property.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LOS ANGELES RAIDERS,
a California limited partnership

By A.D. Football, Inc.
a California corporation,
its General Partner

By _____
President

THE OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY

By _____
Chair

By _____
Secretary

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF A DOCUMENT ON FILE IN THE OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS, ALAMEDA COUNTY, CALIFORNIA.

ATTEST: _____
WILLIAM MSHRWEIN, CLERK
BOARD OF SUPERVISORS

By _____

August 3, 1995

EXHIBIT F

MARKETING STRATEGY

July 12, 1995

MISSION STATEMENT

The primary responsibilities of the Marketing Strategy and the Marketing Director shall be to both generate sufficient revenues so that all financial obligations of the East Bay Entities incurred with respect to the Raiders relocation to Oakland and the Stadium Improvement Project are fully repaid and enhance revenues available to the Raiders from the sale of tickets, Suites and Club Seats. This shall be accomplished primarily by marketing certain Seat Rights, as identified in this Marketing Strategy, in the manner identified herein.

The Marketing Strategy will be conducted under the aegis of the Marketing Association and pursuant to the agreements between the East Bay Entities and the Raiders.

These Seat Rights are:

Personal Seats Licenses (PSL) - which offer licensees, among other things, the right to purchase Football Tickets for an initial period of ten (10) football seasons;

Suites - which are fully furnished and finished private seating and lounge areas located, primarily, at the mid level of the Stadium along the sidelines and the corner end zone areas. Most of the Suites are directly attached to one of the Stadium Club Lounges. Suite licensees will have full Club privileges. Suite license terms will vary;

Club Seats - located on the second deck of the stadium attached directly to fully furnished and finished Stadium Club Lounges with high levels of amenities and services. Club Seat license terms will vary;

Club Loge Seats - which combine the benefits of Club Seating with the long term nature of Loge Seats. These seats, which are few in number, are located on the Club Level at the seating sections immediately surrounding the fifty-yard line;

Location Premium Seats - To the extent PSL Seats are unsold, they may be converted to Location Premium Seats, which offer the licensee the right to purchase the better located seats for a fixed period of time. This period of time and the cost associated with the Location Premium will vary depending on market conditions.

EXHIBIT E 84

Fewer than 5,000 seats in the stadium are allocated for individual game sales (including sales to the Raiders for game day needs) ("Game Day Tickets"). Seats for the visiting team will come out of these Game Day Tickets. Season tickets to the Raiders games will be sold with either a PSL, Club, Suite, or Location Premium agreement unless such seats have been reclassified as Game Day Tickets pursuant to the terms of the Agreements or are part of the Raider seat allocation.

The PSL initial ten year terms commence with the 1996 season and run through the 2005 season. The 1995 season shall be considered an extra stub year for purposes of the Marketing Strategy. For the 1995 season the Marketing Director shall make tickets available to certain Raider home games to certain Seat Rights holders. For Club Seat holders, a limited amenities program will be created. Club Members will be required to pay a reduced Club Premium for the 1995 season. That Club Premium shall be 25% of what otherwise would have been the Club Premium for the 1995 season.

Unsold seating products will continue to be marketed through the term of the Agreements. Following the Initial Marketing Period (defined as the period from this date to August 1, 1996). Adjustments will be made to the term and terms of any such unsold seating products in order to achieve the two primary goals in the Mission Statement and to retain the integrity of the Seat Rights previously sold.

Seat Right seats not sold during the Initial Marketing Period may be marketed as (I) PSL, Club Seat, Club Loge, or Suite seats on a prorated term basis, or (ii) Location Premium Seating for a market rate location premium. The Marketing Director shall have the primary responsibility for determining market rates.

PSL holders will be required to pay an annual Loge Maintenance Fee. Generally, the Loge Maintenance Fee will, for the first year of the term, be $75 for Lower Level and Club Loge PSLs and $50 for Upper Level PSLs. Loge Maintenance Fees shall increase by $10 per year.

For those licensees who are granted season ticket rights for the 1995 season, should the Raiders' agreement to relocate in Oakland be terminated by reason of a local legal action, then twenty (20%) percent of the PSL cost shall be applied for the 1995 season, which the Raiders will play in Oakland even if there is a local legal action.

A major remarketing program will take place for the period following the expiration of the initial ten year PSL term. The Remarketing Program will include the same seating products, numbers, locations, benefits, rights and amenities as the Initial Marketing Program. Pricing for the Remarketing Program will be set at seventy-five (75%) percent of the pricing used in the Initial Marketing Program.

Football tickets shall be priced consistent with Section 2.2(b) of the Marketing

Agreement.

Club Seat licensees shall pay an annual fee in addition to their season ticket cost (the "Club Premium"). The Club Premium amounts for the 1996 season are set forth on the attached Marketing Matrix Summary and the Club Level chart. Club premiums will increase from 5%-8% annually, depending on the length of the Club License. Club Seat licensees will pay an initial payment equal in amount to the Club Premium identified on the Marketing Matrix Summary.

The annual Suite License Fee shall be determined by the Raiders in consultation with the Marketing Director; provided, however that Raiders may set and increase these fees as they determine. Suite deposits shall be equal to the first year Suite License Fee and in no event average less than $50,000. Each Suite licensor shall be required to pay a Suite deposit The Marketing Association shall market the Suites.

Suite holders shall have the right of first refusal for other Stadium events (not including baseball), subject to a charge for janitorial services and the purchase of the applicable value tickets sold in the Stadium for said event. If the suite holder does not exercise its option within a reasonable time to purchase event tickets for the Suite, the Coliseum shall have the right to market the Suite for such other events.

Baseball Suite holders shall have the priority right of first refusal for other events (similar to above) for up to 40 Suites at locations to be determined by the Raiders and the Athletics, but generally those Suites which have prior to the Effective Date been leased by the Athletics to third parties.

The Marketing Program will be funded with an allowance of Six Million ($6,000,000) dollars for the Initial Marketing Period, One Million ($1,000,000) dollars for each operating year of the 16-year lease term with the Raiders (except for the 1995 season whose costs are included in the allowance for the Initial Marketing Period), with an additional Three Million ($3,000,000) dollar allowance for the Year 10/11 Remarketing Program (this is in addition to the annual $1,000,000 allowance for a total of $4,000,000) (collectively the "Marketing Allowances"). The East Bay Entities will fund these allowances.

It is anticipated that not all of the allowance will be required in order to successfully market the seating products. Additionally, the Marketing Director will endeavor to generate additional funding to help mitigate drawing on the marketing allowance from such activities such as handling charges on ticket distribution, and newsletter advertising.

With respect to any Canceled Event, the Marketing Director will recommend a refund policy to the Marketing Association Board of Directors that the Marketing Director considers fair under the existing circumstances and consistent with the agreements in place. Generally, if there are three or more Canceled Events in a year, the Marketing Director will recommend a refund

program.

The Raiders shall have the option of purchasing up to 1,500 PSL seats, in addition to the Raider seats identified on the Marketing Matrix. These Raider PSLs shall be located as agreed upon between the Raiders and the Marketing Director in the A through E category seating. The Raiders must exercise this option no later than July 17, 1995. With respect to these Raider reserved PSLs, all procedures and obligations associated with the PSL program, including timely application, payments and deposits, must be performed, provided, however, that the Raiders shall make PSL payment with respect to these Raiders PSLs no later that thirty (30) days after the Effective Date. This first payment is expected to total fifty (50%) percent of the value of these Raider PSLs with the remaining fifty (50%) percent Due by March 1, 1996. The Raiders must purchase the PSLs identified pursuant to this option.

A number of seats, location and quantity to be determined by the Marketing Director with the prior approval of the Raiders, which approval may be withheld for any reason, shall be utilized for marketing and Marketing Association related purposes.

If the Stadium Improvement Project results in a seating capacity for football games in excess of that currently contemplated in the agreements related to the Raider relocation then, the Marketing Director will use his best efforts to make the Seat Rights associated with these excess seats available for purchase by the Raiders.

A Marketing Director will be engaged who will assume the responsibilities, rights and title of President and Chief Executive Officer of the Marketing Association. The Marketing Director will report to the Association's Board of Directors. The Marketing Director's principal objective is to achieve the goals identified in the Mission Statement. The Marketing Director shall attend all Association Board meetings.

The Marketing Director shall develop and oversee activities relative to the marketing, invoicing, collection of funds, guest services, ticketing, and other similar activities with respect to the license and sale of the Seat Rights and the underlying Raiders season tickets. The Marketing Director shall direct expenditures from the marketing allowances, assemble and direct an appropriate staff, set up offices, hire a chief financial officer, engage counsel, engage auditors, and have the authority to perform or cause to be performed all reasonable activities for the operation of the business of the Marketing Association and the advancement of the goals identified in the Mission Statement.

The Raiders and the East Bay Entities shall each use their best efforts to assist in the advancement of the Marketing Strategy and the achievement of the goals in the Mission Statement, provided, however, that best efforts of the Raiders shall not require personal appearances by, or attendance or involvement of, the President of the General Partner of the Raiders or any other particular individual associated with the Raiders and provided, further, that "best efforts" of Raiders or East Bay Entities shall not require the expenditure of any sums of

money not otherwise provided for by the terms of the Agreements.

Pricing for Seating Products shall, generally, be as identified herein. As further refinement to the Stadium Improvement Program is achieved and as the marketing program proceeds, certain modifications to the pricing structures herein may be called for in order to better achieve the goals in the Mission Statement. Such modifications shall be in accordance with the Articles and Bylaws.

The Stadium Improvement Program, upon which much of the Marketing Strategy is predicated, will not have been completed prior to the 1995 football season. As a result, pricing, Seating Products, and terms for the 1995 will be substantially different from those contained herein. The Marketing Director will develop a comprehensive program with respect to the 1995 season.

A series of benefits and amenities will be developed for the purchasers of Seat Rights. The Marketing Director shall develop this package and incorporate it into the overall Marketing Program. Costs associated with these benefits and amenities shall be expenses of the Marketing Allowances or considered day of game expenses where appropriate.

The Marketing Director shall work with representatives of the A's, OACC, and Raiders and OACC vendors in order to coordinate activities and maximize synergies which may develop.

The Marketing Director, in the performance for his duties under the Marketing Strategy and the Marketing Agreement, will consult with the Raiders.

Marc S. Ganis, working either independently or through a firm he controls, shall be the Marketing Director.

The Marketing Director and the Marketing Association shall, after the 1995 Football Season, only be entitled to market and sell Seat Rights and Football Tickets in a manner which causes the tickets for Pre-Season games to marketed and sold together with tickets for Regular Season games. Raiders shall have the right to approve in advance all license and other agreements for the sale of Seat Rights and/or Football Tickets.

MARKETING MATRIX SUMMARY

REVISED JULY 12, 1996

Seat Counts are based on architectural plans.
The Seating Matrix below represents what is fully expected to be the case commencing with the 1996 season.
As the plans are developed to working drawing actual seat counts will likely vary to a relatively small degree.
This variance is expected to be less than +/- 3% in the aggregate.
Seat Counts include 1,500 Raiders Seats

TOTAL STADIUM SEATING

	Number
New Construction	28,623
Existing Stadium	33,986
Suites (18 seats)	3,150
TOTAL	65,959

SEAT CODES - CORRESPONDING TO LOCATIONS IDENTIFIED ON THE ATTACHED CHARTS

PSL SEATS

	Initial Price	Initial Logo Maintenance Fee	Annual Club Premium	Raiders Seats
A	$4,000	$75	n/a	0
B	3,000	75	n/a	480
C	2,500	75	n/a	0
D	2,000	75	n/a	220
E	1,000	75	n/a	180
F	2,000	75	n/a	0
G	2,500	50	n/a	0
H	1,250	50	n/a	0
I	1,000	50	n/a	0
J	750	50	n/a	200
K	500	50	n/a	100
L	250	50	n/a	100
Club Logo A	15,000	75	n/a	
Club Logo B	10,000	75	n/a	

Logo Maintenance Fees increase by $10 per year

Club Seat A	$1,300	n/a	$1,300	250
Club Seat B	1,200	n/a	1,200	50
Club Seat C	1,100	n/a	1,100	0
Club Seat D	1,000	n/a	1,000	0
Club Seat E	900	n/a	900	0
Club Seat F	800	n/a	800	0
Club Seat G	700	n/a	700	0
Game Sales	n/a	n/a	n/a	1,500

SUITES

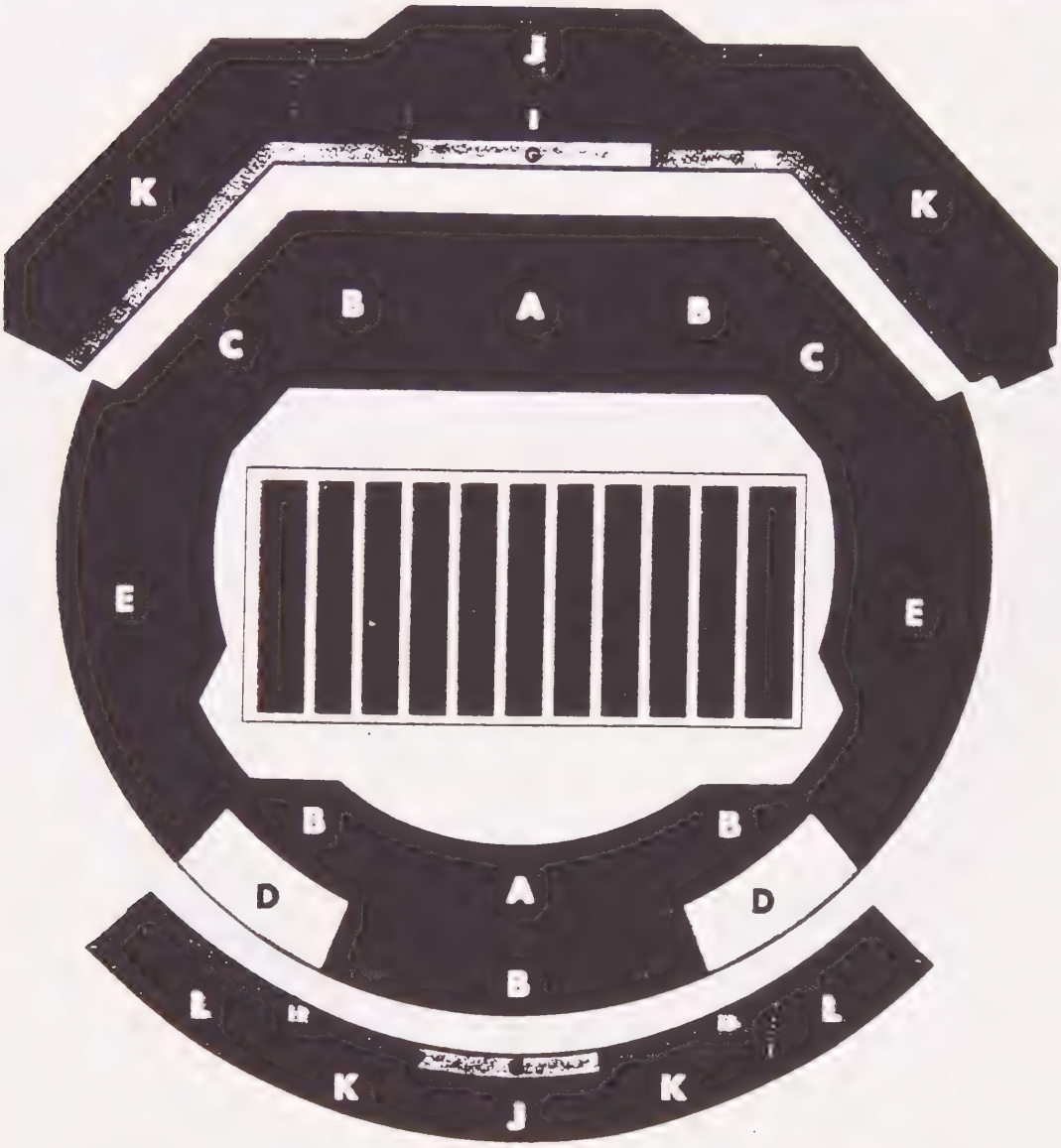
	Number Available	Projected Demand
New Construction (less 3 Comps)	93	58,377
Existing Stadium (less 6 Comps)	74	54,623
Sub Total	167	

Total Number of Suites in the Stadium		175
Total Number of Suite Seats (Seats/Suite)	18	3,150

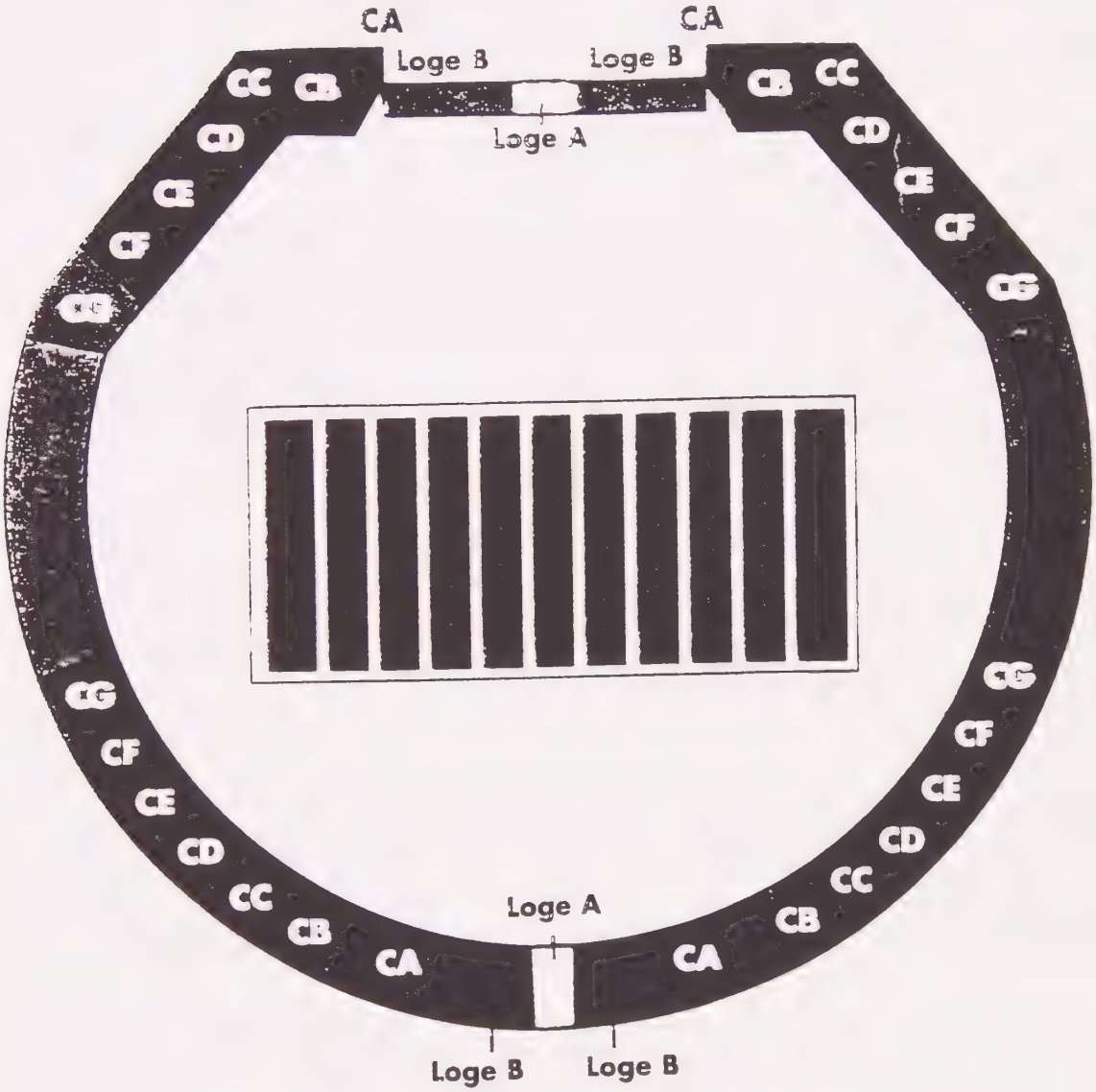
Notes:

- A number of PSL seats in the Existing Stadium will likely be Obstructed Seats and removed from the manifest. The Raiders and Oakland Parties will jointly determine the extent of these Obstructed Seats once the sightline analysis is completed by the architects. As identified in an earlier meeting it is currently estimated that the first three rows along the sideline of the existing stadium will be obstructed (but such 3 rows are not within the 65,959).
- Annual Club Premium and Suite Fees are based on 1996 Season. Increases are expected thereafter
- After completion of the Stadium Improvement Project the Raiders may relocate the Seats reserved for their use.
- All New Construction Suites include 18 tickets to all Raiders Pre Season and Regular Season games. Suite tickets for Playoff games will be purchased separately.
- Each Suite includes 3 complimentary parking passes for Raider games.
- Each Suite includes membership, equal to the number of seats in the Suite, to the stadium club
- Suite holders will have a series of additional amenities and benefits consistent with other similar arrangements in the NFL

Upper and Lower Levels



CODE	PSL PRICE	25% DEPOSIT
A	$4,000	$1,000
B	$3,000	$750
C	$2,500	$625
D	$2,000	$500
E	$1,000	$250
G	$2,500	$62[illegible]
H	$1,250	$312
I	$1,000	$250
J	$750	$187
K	$500	$125
L	$250	$62



CODE	PSL PRICE	25% DEPOSIT
CLUB A	$1,300	$320
CLUB B	$1,200	$300
CLUB C	$1,100	$275
CLUB D	$1,000	$250
CLUB E	$900	$225
CLUB F	$800	$200
CLUB G	$700	$175
CLUB LOGE A	$16,000	$4,000
CLUB LOGE B	$10,000	$2,500

STADIUM IMPROVEMENTS PART III

The improvements stated below in this Part III shall be consistent with the scope of work outlined in Parts I and II above. Raiders shall be consulted with respect to, and reasonable consideration shall be given to the input from Raiders on, the improvements outlined in this Part III.

A. PLAZA CLUB PERFORMANCE SPECIFICATIONS

Design Intent:

The Plaza Club which is on the west side of the OACC Stadium is intended to serve as a primary asset for the baseball club and the football club, and which shall consist of approximately 40,000 square feet with 2 large symmetrical "bay" windows extending to the plus 41 level. Furnishings should be acceptable to the Athletics and Raiders. Club Field view seating shall be in baseball style with unobstructed field views. It is intended that football shall have the option, however, to convert the club seating area to 12 enclosed suites through the use of glass modular panels and temporary fixtures. Club Areas on the Plaza side should be consistent with the Scope of Work to satisfy the football program.

Location:

The Baseball Plaza Club is intended to be located either behind the first base or behind third base at the option of baseball.

B. CENTER FIELD GRANDSTAND STRUCTURE PERFORMANCE SPECIFICATION

Design Intent:

Constructed in the 1960s, the Oakland-Alameda County Coliseum has its origins in the symmetrical, reinforced concrete modernist style engineering structure that was prevalent throughout this period. Of these parks, Oakland is singularly the best baseball park. This is a great place to see a game with the fan close to the action and comfortable in spite of the facility's size. Seating surrounds the field, is intimate and humanly scaled. Circulation reinforces one's location and orientation to the field at all areas and levels.

The proposed centerfield grandstand structure must reinforce this environment. It cannot be a monolith looming over the outfield fence. Other than the playing field, it will be the natural focus of the stadium. Therefore, the structure's size, shape and mass must provide a positive contribution to the stadium's overall design.

Mass:

Mitigation of the structure's mass, vacant stadium seating and vacant luxury boxes must be part of the overall design concept. The upper level seating shall be covered in the baseball configuration, this level and potentially elements of the vertical elevation shall incorporate team graphics, back-lighted advertizing signage and regional artwork to break up and reduce the structure's scale. These elements shall become an integral part of the structure's overall appearance. However, mitigation cannot rely on coverings and signage alone.

The structure shall relate to the existing stadium's size and proportion, not exceeding it in overall height. This structure shall incorporate league scale design elements: a diverse, articulated, angular building profile with strong shadow lines, which diminish the overall mass of the structure. It shall present an appropriate character of scale, proportion, facade detail and material to compliment the park. The structure shall also incorporate small scale design elements to enhance the seating, circulation and the overall pedestrian environment through texture, materials, color and detail.

Scoreboard and video boards shall be placed on the structure for optimal baseball viewing. These will include:

- A scoreboard/message board fully populated scoreboard, zone mapped and broke out as required for both video and text display.
- A separate video board.
- A manually operated out-of-town scoreboard.

BART Entry:

This must be an appropriate statement of entry, creating a welcome statement with a sense of place, even though it is not the main entry to the stadium. The BART bridge shall terminate at a formal gate and lead to a roomy concourse(s). The plus 33 concourse should connect flush with the rest of the stadium at that level or by ramp. The plus 6 level must be continuous around the entire stadium The BART entry shall present a pedestrian scaled environment low height lighting, attractive street furniture with integrated signage, attractive fencing to screen from view the slew/industrial area beyond and mitigation of the overhanging upper deck structure. These pedestrian areas shall be part of a cohesive circulation system that leads the visitor to all services, facilities and concessions stands.

Program Elements:

Program elements shall be considered which influence the massing and appearance of the building. The outfield fence shall maintain its general configuration, 8 feet high padded, 330 down the foul lines, 375 at the power alleys and 400 at deep centerfield. An asymmetrical angular fence is encouraged. The 5000 "bleacher" seats shall be as close to the field as possible. These seats must have unobstructed sightliness of the field consistent with the existing seating areas. This seating shall be continuous behind the fence, interrupted only by the batter's eye. The batter's eye shall match the existing 40 feet high x 96 feet wide; height to be confirmed. Best efforts will be made so that the first row of seating shall be no more than four feet above the top of the fence, possibly separated from the fence with landscaping.

Exhibit G

STADIUM IMPROVEMENT PLAN

The general scope of the Stadium Improvement Project includes construction of the northeast stands and the southwest enhancements of the OACC Stadium as shown on the Oakland-Alameda County Coliseum Board drawings prepared by Ellerbe Becket dated May, 1995 and the following pages hereof. The noted exception from these illustrations is the "moving" structure for the north stands. The north stands will be permanently constructed behind the outfield wall for baseball, football field seating will be provided as removable seating sections in front of the outfield wall.

STADIUM IMPROVEMENTS PART I

1. CAPACITY

There shall be approximately 65,000 seats (which number shall include seats in suites).

2. SUITES

There shall be 175 suites of which approximately 79 shall be on the "west" side and approximately 96 shall be on the "east" side. The suites shall be modern and state of the art and shall include first rate amenities. The physical dimensions of all new suites, whether on the east or west side, shall be acceptable to Raiders. Seats shall be inside the walls of Suites. All furnishings in all suites, including the existing suites which shall be renovated and upgraded, shall be acceptable to the Raiders.

3. CLUB SEATS AND AREAS

There shall be approximately 9,000 club seats which shall have direct access to one of two club lounges. There shall be one club lounge of approximately 40,000 square feet on each side of the stadium in a location acceptable to Raiders. The club lounges shall be modern and state of the art and shall include first rate amenities. Furnishings shall be acceptable to the Raiders.

4. LOCKER ROOMS

There shall be new NFL home and visiting team locker rooms and related facilities of a size and nature typically found in modern NFL stadia. Such locker rooms shall be positioned in the Eastern Addition of the Stadium and to the extent practical in an area otherwise acceptable to Raiders, and field access between the Raiders and visiting team players shall be programmed for separate tunnels or corridors, acceptable to the Raiders.

5. SIDELINE DISTANCES

Sideline distances shall be no greater than the distances set forth on the May 5, 1995 Ellerbe Becket diagram.

6. TREAD HEIGHTS

Tread heights on the east side shall be no lower than the heights set forth on the May 5, 1995 Ellerbe Becket diagram.

STADIUM IMPROVEMENTS PART II

A. The following shall be included in the project budget (CATEGORY A):

1. • New seating, with cup holders and cushions, throughout the existing baseball stadium area.

2. • New diamond level seating.

3. • Walk ramps to connect existing stadium to new east stadium modification. The plus 6 and plus 33 levels must have a near flush connection *(i.e., no more than a 1 in 15 grade differential)*.

4. • Install appropriate architectural and "cover" solution with sufficient character to be visually appropriate, unique and complimentary to the baseball environment in outfield stands at plus 33 and plus 6 to modify obstructed baseball seating to include new outfield fence and bull pens.

5. • Install appropriate features, cover sign board, back-lighted advertising signage, architectural detail, graphics, etc., at the third deck to modify the third deck seating appearance.

6. • Plus 22 entrance to be redesigned to create new "main" entrance to the stadium-new ticket offices, customer service office, additional retail space available to Raiders and Athletics, permanent will call booths.

7. • All non-upgraded baseball suites to remain shall be upgraded to existing upgraded suites standards.

8. • Improve Drainage System - Stadium Field, *(i.e., all below grade areas)*.

9. • Build out of BART Plaza an entry to be a significant and complimentary entrance to the stadium *(per above)* and cover BART ramp.

10. • Relocate and enlarge press box, broadcast and media, and provide new diamond vision control room and audio booth, *(i.e., additional space and new equipment)*.

11. • Relocate all visible cable and wiring now located in the stands, and install permanent audio/video telephone cabling infrastructure, *(i.e. New MATV system and new cable TV system)*. Provide a new highly upgraded audio sound system throughout the stadium as well as a separate, stand alone sound system to all exterior areas, entrances and concourses.

12. • Add handrails at upper reserve stairs *(per above)*. Install new railings in plaza and upper decks.

13. • Renovate restrooms. Add changing tables to all restroom facilities and an appropriate amount of family restrooms distributed throughout the stadium.

STADIUM IMPROVEMENTS PART II

A. The following shall be included in the project budget (CATEGORY A):

1. • New seating, with cup holders and cushions, throughout the existing baseball stadium area.

2. • New diamond level seating.

3. • Walk ramps to connect existing stadium to new east stadium modification. The plus 6 and plus 33 levels must have a near flush connection *(i.e., no more than a 1 in 15 grade differential)*.

4. • Install appropriate architectural and "cover" solution with sufficient character to be visually appropriate, unique and complimentary to the baseball environment in outfield stands at plus 33 and plus 6 to modify obstructed baseball seating to include new outfield fence and bull pens.

5. • Install appropriate features, cover sign board, back-lighted advertising signage, architectural detail, graphics, etc., at the third deck to modify the third deck seating appearance.

6. • Plus 22 entrance to be redesigned to create new "main" entrance to the stadium-new ticket offices, customer service office, additional retail space available to Raiders and Athletics, permanent will call booths.

7. • All non-upgraded baseball suites to remain shall be upgraded to existing upgraded suites standards.

8. • Improve Drainage System - Stadium Field, *(i.e., all below grade areas)*.

9. • Build out of BART Plaza an entry to be a significant and complimentary entrance to the stadium *(per above)* and cover BART ramp.

10. • Relocate and enlarge press box, broadcast and media, and provide new diamond vision control room and audio booth, *(i.e., additional space and new equipment)*.

11. • Relocate all visible cable and wiring now located in the stands, and install permanent audio/video telephone cabling infrastructure, *(i.e. New MATV system and new cable TV system)*. Provide a new highly upgraded audio sound system throughout the stadium as well as a separate, stand alone sound system to all exterior areas, entrances and concourses.

12. • Add handrails at upper reserve stairs *(per above)*. Install new railings in plaza and upper decks.

13. • Renovate restrooms. Add changing tables to all restroom facilities and an appropriate amount of family restrooms distributed throughout the stadium.

14. • Relocate and reinstall stadium satellite systems as a result of this project.

15. • Provide access for disabled persons per Title 24 *(California State Building Code)* and ADA *(Americans with Disabilities Act)*.

16. • Replace and improve grounds keeping/shop area: restrooms, showers, maintenance facility; yard facility equipment storage, practice equipment storage, etc.

AA. The following shall be included in a separate budget category subject to a $2 million allowance in addition to the Maximum Price. Items not accomplished within the allowance shall become part of Category B:

1. • All new paint, upgrade all stadium entrances and provide a comprehensive signage program throughout the stadium - directional signage at all site entrances, parking lot, stadium entrances, all seating areas and all stadium facilities and throughout stadium, including orientation and BART locator maps.

2. • Comprehensive security system with comprehensive site/facility coverage connected to central coliseum monitoring station.

3. • Add TV monitors as specified - restrooms, concession stands, concourses, entrances, stadium areas.

4. • Upgrade parking lot, landscape, tailgate area, signage.

5. • Provide electronic message boards at BART Plaza, plus 22 entrance, A, B, C & D entrances and parking lots.

6. • Install additional ATM machines and pay telephones at BART Plaza, left field and right field.

7. • Upgrade lighting in plus 6 concourse, plus 33 concourse, entrances and BART connection.

8. • Install decorative concrete or other suitable material in the plus 22 plaza.

9. • Provide remote computer ticketing capability at all entries with new permanent ticketing booths at A, B, and BART entrances.

10. • Environmental wind study and design to produce a positive baseball playfield *(i.e., to have minimal effect on the flight of the ball)*.

11. • Enclosed batting practice facility.

12. • Upgrade clubhouses, add: larger weight room, trainer's facility, additional storage and doctor's office *(per above)*.

13. • Resurface all existing concourses as necessary, dug outs.

14. • Improve "picnic/bleacher" areas in left and right field gaps, if still existing. *(Reconstruct Bar-B-Que Terrace in existing seating areas, if not).*

15. • Improve parking lot entrances, landscapes, signage.

B. The following will be included in the project budget if funding permits (CATEGORY B):

1. • Escalators from field level concourses to plus 33 at first base and third base.

2. • Landscape beams, or remove.

3. • Upgrade all toilet facilities.

4. • Baseball will be entitled to substitute items listed above for new items of equal cost, provided that the substituted items do not affect the Stadium Improvement Project described in Part I hereof.

EXHIBIT H

VISITING TEAM SHARE AGREEMENT

This Agreement (the "Agreement") is entered into as of the Effective Date among the City of Oakland, a municipal corporation and a charter city duly organized and existing under the laws and constitution of the State of California ("City"), the County of Alameda, a political subdivision of the State of California ("County"), the Oakland-Alameda County Coliseum Authority, a joint powers authority established by the City and County pursuant to the amended and restated Joint Powers Agreement dated as of July 1, 1995 ("JPA"), and the Los Angeles Raiders, a California limited partnership ("Raiders"). City, County, and JPA are hereinafter referred to collectively as "East Bay Entities."

RECITALS

A. Master Agreement. The parties to this Agreement have entered into a Master Agreement of even date herewith. Capitalized terms used in this Agreement and not otherwise defined shall have the meaning given those terms in the Definitional Annex attached as Exhibit A to the Master Agreement.

B. Purposes. The purpose of this Agreement is to state, as between East Bay Entities and Raiders, which party bears responsibility for amounts, if any, that may be required to be paid with respect to Seat Revenues, Football Ticket Revenues and/or Football Ticket Surcharges pursuant to those provisions of the NFL Constitution, By-laws, resolutions, or rules which purport to require a portion of gross receipts (as defined therein) relating to home football events to be shared by the "home team" with "visiting teams" and/or the NFL or other parties associated with the NFL (collectively, and together with any successor rules of similar import, the "VTS Rules").

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
CONTEST OF VTS ISSUES

East Bay Entities and Raiders believe that the Seat Revenues, regardless of classification, are not subject to the VTS Rules and that any attempt by the NFL to claim any amounts relating to Seat Revenues will not succeed. Raiders and East Bay

Entities agree to cooperate to resist any effort by the NFL to characterize Seat Revenues as receipts or other forms of payment which are subject to the VTS Rules.

ARTICLE II
RAIDERS' RESPONSIBILITY

2.1 Certain Seat Revenues. If despite the efforts of Raiders and East Bay Entities, amounts are ultimately owed pursuant to the VTS Rules with respect to Seat Revenues under an order of court which is final, binding and unappealable, or under any settlement or other agreement to which the NFL and Raiders are parties (any such order or agreement, whenever occurring, and whether or not any other persons are parties, being referred to herein as the "Final VTS Determination"), then Raiders, and not East Bay Entities, shall have the sole responsibility for paying all amounts due under the Final VTS Determination which are based upon:

(a) all Seat Revenues which are collected and deposited in the Raiders Disbursement Fund under applicable provisions of the Master Agreement and Revenue Trust Agreement, plus

(b) the sum of $49.9 million of the first Seat Revenues other than Suite Deposits collected by East Bay Entities and required to be deposited in the JPA Sinking Fund.

2.2 Football Ticket Revenues. Raiders shall pay obligations, if any, under the VTS Rules for Football Ticket Revenues.

ARTICLE III
EAST BAY ENTITIES' RESPONSIBILITY

3.1 Certain Seat Revenues. If despite the efforts of Raiders and East Bay Entities, amounts are ultimately owed pursuant to the VTS Rules with respect to Seat Revenues under an order of court which is final, binding and unappealable, or under any settlement or other agreement to which the NFL and Raiders are parties (any such order or agreement, whenever occurring, and whether or not any other persons are parties, being referred to herein as the "Final VTS Determination"), then East Bay Entities shall, upon direction of Raiders, but subject to the provisions of Article IV, pay to the party entitled thereto as identified in the Final VTS Determination, all amounts due under the Final VTS Determination which are based upon:

(a) all Seat Revenues which are collected by East Bay Entities and required to be deposited in the JPA Sinking Fund under applicable provisions of the Master Agreement and Revenue Trust Agreement, minus

(b) $49.9 million of the first such Seat Revenues other than Suite Deposits so collected and required to be deposited in the JPA Sinking Fund.

3.2 Football Ticket Surcharge. East Bay Entities shall pay obligations, if any, under the VTS Rules for Football Ticket Surcharges.

ARTICLE IV
PROCEDURE FOR CONTESTING VTS ISSUES

4.1 Parties to Litigation. If Raiders and the NFL enter into litigation with respect to claims under the VTS Rules concerning Seat Revenues, East Bay Entities will join such litigation for the purpose of contesting all such claims asserted against Raiders and/or East Bay Entities.

4.2 Settlement Approval. East Bay Entities and Raiders shall not settle or consent to any judgment on any dispute, or enter into any other agreement, regarding the application of the VTS Rules to any Seat Revenues without (a) disclosure in writing to East Bay Entities and Raiders of all of the provisions of such settlement, judgment or other agreement, and (b) the prior written consent by East Bay Entities and Raiders to the terms thereof.

4.3 East Bay Entities' Indemnity.

(a) Indemnity Payment. If there is a Final VTS Determination, East Bay Entities shall pay the amounts, if any, required to be paid under Article III or Section 4.3 (b) or (c), within thirty (30) days after such amounts become due. All such payments shall be deemed payments of indemnity and reimbursement of Raiders, and shall not be construed as any liability of East Bay Entities to any person or entity other than Raiders.

(b) Qualified Improvements. Raiders shall use its best efforts to obtain, through the Final VTS Determination or otherwise, an exemption from any payment under the VTS Rules of an amount of Seat Revenues described in Article III equal to the costs and expenses of the Stadium Improvement Project which costs and expenses, under current NFL precedent or practice or representations most favorable to East Bay Entities, would be considered used for "qualified stadium improvements" not subject

to payments under the VTS Rules. East Bay Entities acknowledges that Seat Revenues which are not used for "qualified stadium improvements" may be subject to payments under the VTS Rules in the event of a Final VTS Determination, and East Bay Entities would then be responsible to Raiders for those payments in accordance with the otherwise applicable provisions of Articles III and IV. The parties acknowledge that East Bay Entities are not agreeing directly or indirectly by virtue of this Agreement to bear any responsibility or liability with respect to the VTS Rules in excess of the amounts determined under Sections 3.1 and 3.2 and this Section 4.3, plus the payment of legal expenses and costs under Section 4.5.

(c) Certain Loans. East Bay Entities agrees that in the event a Final VTS Determination should characterize the Training Facility Project Loan or $4 million portion of the Operations Loan described in Section 3.2(c) of the Master Agreement, or revenues used to advance such loans to Raiders, as receipts or revenues subject to payments under the VTS Rules, East Bay Entities shall bear such payments thereon in accordance with the provisions of Article III and this Article IV.

4.4 Indemnity Offset. To the extent Raiders obtains any judgment, settlement or other agreement against or with the NFL or its affiliates giving Raiders an award, payment or credit of money under claims arising prior to the Effective Date and based upon matters other than the VTS Rules, then East Bay Entities' obligation to indemnify Raiders under Section 4.3 and Article III shall be reduced by the product of (a) the total of such awards, payments and credits in favor of Raiders, multiplied by (b) a fraction which shall be the total amount payable by East Bay Entities under Article III divided by the total amount payable by Raiders under Article II. Such reduction shall be made as an offset against indemnity obligations or payments to East Bay Entities if actual indemnity payments are made prior to Raiders' receipt of payments for claims from the NFL.

4.5 Litigation Fund. If Raiders, East Bay Entities and NFL enter into litigation with respect to claims under the VTS Rules, East Bay Entities shall pay legal expenses and costs of such litigation, incurred by Raiders, not to exceed Six Hundred Thousand Dollars ($600,000), payable within thirty (30) days after each date Raiders deliver to East Bay Entities invoices of Raiders' legal counsel reasonably itemizing all fees and costs claimed to be due. Raiders shall bear all other costs and fees of such litigation in excess of Six Hundred Thousand Dollars ($600,000).

If East Bay Entities fund legal costs pursuant to this Section 4.5, East Bay Entities and Raiders agree that the Operating License shall be amended to provide that Raiders shall pay seven and one-half percent (7.5%) of day-of-game expenses beginning in the 2001 NFL season and continuing through the remaining term of the License Agreement.

ARTICLE V
MISCELLANEOUS PROVISIONS

5.1 General. Sections 10.2, 10.3, 10.6, 10.7, 10.9, 10.10, 10.11, and 10.13 of Article 10 of the Master Agreement contain certain miscellaneous provisions that are, by their terms, made applicable to this Agreement and the other Agreements, which provisions are hereby incorporated herein by this reference.

5.2 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and permitted assigns. Notwithstanding the foregoing, none of the parties hereto shall assign or transfer any or all of its interests in this Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld and which consent shall be granted in connection with an assignment permitted under Section 15 of the Operating License; provided, however, that no consent shall be required for JPA to assign any interest hereunder to any other East Bay Entity.

5.3 No Waiver of Breach, Etc. No failure by any party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach thereof or any subsequent breach of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

5.4 No Partnership, Etc. The parties are independent contracting parties and no relationship between them as employer and employee, partners, joint venturers or otherwise shall be created by this Agreement.

5.5 No Third-Party Beneficiaries. Except where specifically stated otherwise in this Agreement, this Agreement is not intended to create any rights or claims whatsoever enforceable by any person or entity other than the parties to

this Agreement or any East Bay Entity. Each of the East Bay Entities is expressly intended to be a third-party beneficiary of this Agreement. In no event shall the NFL or any NFL team or other affiliate (except Raiders) have any rights or claims under or by virtue of this Agreement.

CITY OF OAKLAND

By _____
City Manager

Approved as to form and legality.

By _____
City Attorney

COUNTY OF ALAMEDA

By Gail Steele
President, Board of Supervisors

OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY

By _____
Chair

By Dolores E. Blanchard
Secretary

LOS ANGELES RAIDERS
a California Limited Partnership

By A.D. Football, Inc.
a California corporation, its
General Partner

By _____
President

CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF A DOCUMENT ON FILE IN THE OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS, ALAMEDA COUNTY, CALIFORNIA.

ATTEST: _____
WILLIAM MEHRWEIN, CLERK
BOARD OF SUPERVISORS
By _____